# The Solicitors' Journal.

*LONDON, MAY 16, 1863.*

THE LAWYERS' HOTEL seems not likely to be altogether without its utility to lawyers. It has already made good its claim to be considered as the *Lawyers'* Hotel *par excellence*. While the Company which was founded for the establishment of this curious institution is still advertising for shareholders, and before it can be deemed to be well on its legs, true to the pretensions of its promoters, it presents itself for consideration and notice at Westminster Hall. It appears that a Mr. Rattenbury, who is described as an accountant, was the original promoter of the so-called Inns of Court Hotel Company, and the question which was raised the other day before Chief Justice Cockburn and a common jury, was who should pay £118 for furniture that was "delivered at Mr. Rattenbury's office, which was for a time the office of the company." The furniture dealer sued both the promoter and the solicitor of the company for the payment of this debt. The promoter paid the amount into court, but the solicitor defended the action upon the ground that the promoter was alone liable for the debt. The jury, however, found a verdict for the plaintiff. As the case turned out—the plaintiff's debt having been paid—the public lost the opportunity which it would otherwise have probably had of gaining some information as to the early history and antecedents of the Lawyers' Hotel Company. All that it knows now is that a Mr. Rattenbury, an "accountant," is alleged to be its promoter, and that while it must have been in a very struggling and dubious state of existence—judging from the reiterated appeals for months past to members of the legal profession to take its shares—it was somewhat extravagant in its preliminary upholstery. In this feature, however, it may feel itself justified by the common usage of joint stock companies, *ejusdem generis*, which are not in the habit of disdaining the upholder's art. A showy office and well-furnished board-room have often assisted worse schemes than the one in question; but even these expensive appliances do not always succeed, and, as might have been expected, they have not had much weight with so shrewd a community as the lawyers. When this company was first started, most persons who read its advertisements were tickled by the notion of the thing, and the good humour which its announcement generally inspired ought to have been some help to the project. Perhaps it has been. There is something so refreshing in the idea of absolute segregation and homogeneity that it appeals direct to human nature. A country attorney coming to town with his wife and daughters for a week to see the lions would no doubt be delighted at recognising the familiar red tape and parchments; and then it would be so pleasant to be saved from all contact with possible clients or acquaintances, who might disturb the mind from the severe contemplation of actual business. And so if our country lawyer wished to give a client a real treat he might perhaps be allowed to introduce him into the privileged circle, and thus afford him an opportunity of extending his familiar acquaintanceship with those who would be ready to become his legal advisers on any emergency. Such recommendations as these ought to have had their weight with the country lawyers, but, strange to say, the contrary appears to be the case. They may admire and appreciate all these advantages, but they seem to be very unwilling to take the company's shares, if we may judge by the uncommonly long and repeated postponements of "the last day for applications" which have been made during the last few months. It is possible, however, that some of the more cautious of our provincial brethren may be disposed to wait until they see whether other professions or callings adopt the segregative hint, and may wish to have the experiment first made *in corpore vili*. We confess for ourselves that we do not regard the legal profession as the most suitable for it, and that until it is tried by some other body we are disposed to think that the country lawyers and their families had better put up with the disadvantage of going to hotels where they are liable to come in contact with persons who are deficient in legal training and professional habits. Meanwhile, however, it will be no harm to keep an eye upon this novel experiment; and, judging by the facts that came out on the recent trial at Westminster Hall, the proceedings of the company are not likely to be devoid of interest to lawyers, although they decline for the present to make is establishment their "house of call."

MR. COX, M.P. for Finsbury, has obtained leave to bring in a Bill to amend the Leases and Sales of Settled Estates Act. We believe its object is to repeal the 21st clause of the Act, which disables the Court of Chancery from granting any application under the Act in any case where an application for a private Act for the same purpose had previously been refused by either House of Parliament. This clause was immediately directed at Sir Thomas Maryon Wilson's Hampstead estate, as there was great fear that unless prevented by some special clause, he would avail himself of the provisions of the Act to sell or grant leases of Hampstead Heath for building purposes. It has been strongly felt, however, that it was unworthy of Parliament, and, indeed, unjust, thus to aim its legislation at a particular individual, whose only fault was being the owner of a Heath which has given so much pleasure to the general public; and there is the still greater unfairness of an undiscriminating exclusion of all the land held by Sir T. M. Wilson under the same title. The result has been to prevent him from dealing not only with the Heath, but also with some valuable building land situate on both sides of the new Finchley-road and elsewhere away from the Heath. We understand that Mr. Cox's proposal is to repeal the prohibitive section in the Act, and to add a substantive enactment expressly excluding from its operation all open or unenclosed land within seven miles of Charing-cross, and used for the purpose of public recreation. It is said that Sir T. M. Wilson is willing to acquiesce in such an enactment.

SIR J. FERGUSSON'S Accidents Compensation Bill has been thrown out upon the second reading, and we think upon good grounds. Sir R. Palmer effectively demonstrated its fallacy when he pointed out that according to the existing law railway companies were not responsible for unavoidable accidents, and that the Bill proposed to put an arbitrary value upon the loss of life or limb. Sir J. Fergusson of course had a fling at the attorneys, who will be surprised to hear that some of their body are in the habit of going partners with medical practitioners in getting up cases against railway companies. We have great doubt whether there is the slightest foundation in fact for any such statement; but we do know that a large number of persons who suffer injuries from the neglect of railway companies and their servants are deterred by the necessarily formidable contests with such opponents, and that if the costs of these companies are generally very heavy, it is owing to the oppressive and litigious spirit of the companies, and the costly machinery which they usually employ in the hope of overwhelming, if not deterring, plaintiffs.

MR. PAULL, M.P., on Wednesday evening last, requested and obtained leave from the House of Commons to withdraw the Bill which he had previously introduced for the purpose of preventing the destruction of birds by poisoned grain. He also obtained leave to substitute another Bill for the same object. The Bill originally introduced by him was open to so many objections, both of substance and form, that it could have had no chance

of passing; therefore the course which Mr. Paull has taken is a wise one.

THE AUTHORITY OF AN ATTORNEY to compromise an action which he is retained to defend—where there are no express instructions to the contrary—has at length been definitively affirmed in the case of *Chowne* v. *Parrott*, which was decided a few days ago by the Court of Common Pleas. The decision in that case was in the affirmative of the simple question whether a general retainer to defend of itself implies the power to effect a compromise.

THE JURIDICAL SOCIETY will hold its next meeting on Monday, the 18th of May, at eight o'clock, p.m., precisely, when Mr. Frederick Lawrence will read a paper entitled—"The Circuit System: its Influence on the Administration of Justice and on the Interests of the Bar."

THE LAW AMENDMENT SOCIETY will hold its next meeting on Monday, May 18, at eight o'clock, when Mr. Thomas Webster will read a paper on the "Amendment of proceedings on the trial of issues of fact at law and in equity in cases requiring the evidence of experts." At the last meeting a committee appointed to consider the question of convict discipline, made a report founded on the following resolutions:—

1. That it is not desirable to revive the system of transportation, but it is desirable to promote the emigration of criminals sentenced to penal servitude, who shall have by steady industry and labour, whilst in prisons or whilst under probation, earned a sum sufficient to enable them to defray the whole or the greater part of their passage money to any colony they may select.

2. That the present system of short imprisonments requires revision.

4. That it is desirable that the convict system should be remodelled on the principle of the convict system now in force in Ireland.

5. That for this purpose the preliminary imprisonment should be made more severe; that a system of marks should be established in the second stage of labour; that intermediate prisons on the plan of Lusk and Smithfield should be organised, and that a strict supervision should be exercised over convicts discharged on tickets of leave, the conditions of which should be stringently enforced.

A MEETING of the English and Irish Law and Chancery Commissioners was held at No. 6, Adelphi-terrace, on the 7th inst., at which the Right Hon. the Master of the Rolls, Vice-Chancellor Sir W. Page Wood, the Hon. Mr. Justice Willes, the Solicitor-General, and Robert Bayly Follett, Esq., were present.

THE PROVINCIAL NEWSPAPER PROPRIETORS' SOCIETY has recently held, in London, its ordinary annual meeting, at which it is stated the principal subject of discussion was the recent order of the Court of Bankruptcy conferring an advertising monopoly upon the *Bankruptcy Gazette*. It appears that the society has been in communication with the Lord Chancellor upon the subject, and that his Lordship has appointed Monday next to receive a deputation from the society.

## THE CERTIFICATE TAX.

The response which we have met from all parts of the country on the subject of the certificate tax is the best evidence of the general desire of the profession to be relieved as soon as possible from the heavy and vexatious burden of the annual certificate duty. It will be seen by a glance at the names already appended to the petition which lies for signature at the office of this Journal that the country lawyers feel the grievance most deeply, and that they are very anxious for immediate action in the matter. It must not be supposed, however, that the metropolitan members of the profession are at all indifferent on the subject. A great number of them, including those who are most active in all professional movements, are members of the Incorporated Law Society, and will probably shape their course of action according to the advice of the Council of that body. On the other hand, there is a far larger number both of the metropolitan and provincial members of the profession who are disposed to regard the Incorporated Law Society and its Council with distrust, or at all events with little confidence in their activity, or in their organization for carrying out professional objects, and to these persons the fact of the Incorporated Law Society undertaking the matter would be no recommendation whatever. The Metropolitan and Provincial Law Association has a following of its own, but has become almost as slow and ineffective in its operations as its chartered prototype; and although there is no professed rivalry between the two bodies a notion of this kind is not uncommon; and at all events they are not much in the habit of acting together. It is no wonder, therefore, that hitherto there should have been so little cohesiveness or organised action amongst the solicitors of England, and that for ten years not a single effort worth mentioning should have been made to throw off a galling burden, which is felt by the vast majority of the profession to be not only oppressive, but unjust and wholly useless. Feeling the utter hopelessness of obtaining redress by the agency of any of the constituted professional bodies, many of our country subscribers have appealed to this Journal to fulfil its proper functions in the matter by acting in it as the organ and agent of the profession. We have accordingly prepared a petition to the House of Commons, which now lies for signature at the office of this Journal, and every day we receive numbers of letters from the country expressing the warmest approval of the movement, and containing offers of support. The Irish solicitors, who are subject to the same annual certificate duty as their English brethren, are also willing to unite with them in agitating for the total abolition of the tax. A leading article which appeared two weeks ago in this Journal was inserted at length in the columns of a Dublin daily contemporary, and has awakened the attention of the Irish solicitors. We have received several letters from them offering assistance and co-operation. We have therefore considered that the best course to adopt will be to form a committee composed of English, Scotch, and Irish solicitors, who would take charge of the movement, and give it greater effectiveness and a wider range than any merely metropolitan body could pretend to. We believe that several of the gentlemen who have signed the petition will be very willing to serve on this committee. But as it ought to be, as far as possible, representative in its character, it is intended that a number of the larger provincial towns in the three kingdoms shall supply the majority of its component members, and the members of the profession in the various towns are requested amongst themselves to nominate gentlemen to serve on this committee, and to communicate their names to the publisher of the *Solicitors' Journal* as soon as possible.

The general feeling throughout the country is, that there has been already more time lost than ought to have been, and that the silence of the last ten years ought now to be broken. In order to prepare the way for vigorous action next session, the present session must not be allowed to pass over without, at least, complaint being made to the House of Commons. The movement which produced the reduction of the tax in 1853 lasted through several sessions; and if it had been better managed, might have been made to result in an entire abolition of the poll-tax, accompanied, perhaps, with a salutary and compensating increase in the stamp payable on admission. That movement, however, was wholly in the hands of the Incorporated Law Society, the majority of whose Council were probably at heart but lukewarm advocates of *total* abolition. The profession, moreover, was then without any journal to advocate or represent its interests, and such advocacy as was foisted upon it was so ridiculous in its egotism and want of information as to be absolutely damaging. The

present movement, therefore, commences under more favourable auspices, and it is hoped may produce a more favourable result than the last. It will be all the more likely to be successful if all those who are in favour of *some* annual tax keep aloof from it. The last agitation was but partially successful because many of those who took part in it did not it truth desire total abolition. A considerable sprinkling of the more prosperous members of the profession indulge in the fallacious notion that the annual certificate duly helps to keep it select. There never was a greater mistake. Disreputable and dishonest men, who are willing to lend themselves as agents in the transaction of bad or doubtful but profitable business, will have no difficulty in taking out their annual certificate; but honest and respectable men, doing a small but legitimate business, are depressed in the social scale below their neighbours of equal incomes, because they have to pay a heavy additional income-tax from which their neighbours are free, and may therefore expend in the comforts or elegancies of social life. In a word, the tax is large and heavy enough to be a serious burthen to the honest, but is of no effect as a barrier to the dishonest. The number of practitioners who are rich and prosperous enough to disregard the tax is not very great, and the number of those who harbour the exploded fallacy to which we have referred, is perhaps still smaller, and outside the metropolis inappreciable. They are not, however, without great weight and influence in the councils of the Incorporated Law Society, and it is, therefore, a matter of prudence, if not indeed of necessity, for those who feel the burthen to act for themselves.

It will be all the more easy to induce Parliament to repeal this obnoxious annual tax, if it can be shown that the loss to the revenue might be made good from other sources, without infringing upon sound policy or any existing rights; and this we think can be done. There is certainly no reason why students for the Bar, entering an inn of court, should be subject to less stamp duty than clerks entering on their articles; and there is still less reason why the stamp duty payable on admission to the Bar should be less than that payable on admission as an attorney. A mere adjustment of these duties, by placing students for the Bar and articled clerks on the same footing, would be a considerable help towards making up the deficit caused by a total repeal of the annual certificate tax. But, in truth, there are very good reasons for increasing still more the amount of the stamp duty payable on a call to the Bar. The ranks of that body are already so swollen, that there is no ground to fear the want of a proper supply of barristers for the public service. It is indeed one of the first principles of economical science that in such cases the supply will always equal the demand. Another reason why the Bar ought to contribute more to the public revenue is that it now receives a vast deal more of the public moneys in the shape of official salaries than it did when the amount of the present duty was fixed. Some part of the deficiency, therefore, might be supplied from this source, and a still larger part, perhaps, by restoring the stamp duty payable on admission as an attorney to what it was before the reduction in 1854. If the possession of money be deemed a necessary test of respectability, this increase would be useful, and would be willingly submitted to in consideration of an exemption from the annual tax.

The signatures already attached to the petition are as follows:—

*Metropolitan.*

| | |
|---|---|
| H. W. Bleby | 31, Fenchurch-street. |
| T. G. Brower | 5, Philpot-lane. |
| E. Beckett | 16, Warwick-street. |
| Monckton and Monckton | Gray's-inn. |
| W. Royle | 20, Great Marlborough-street. |
| W. Parker | 7, Walbrook. |
| H. Padmore | 27a, Bridge-road. |
| J. Hall | 21, Coleman-street. |
| R. Galsworthy | 3, New-inn. |
| H. Webber | 6, Caroline-street. |
| J. L. Dale | 8, Furnival's inn. |
| A. G. Holmes | 25, Great James-street. |
| R. Dixon | 3, Winchester-buildings. |
| T. F. Peacock | 13, Copthall-court. |
| J. Mason | 19, Maddox-street. |
| A. Clark | 4, Lincoln's-inn-fields. |
| W. Sharp | 6, Victoria-street. |
| J., T., and R. Gole | 49, Lime-street, E.C. |
| C. Foulger | 2, Tanfield-court, Temple. |
| T. M. Jenkins | 31, Nicholas-lane, E.C. |
| H. Sowton | 5, Great James-street, Bedford-row. |
| W. C. Hall | 49a, Lincoln's-inn-fields. |
| G. A. Crowder | 7, Lothbury. |
| H. C. & A. Nisbet | 35, Lincoln's-inn-fields. |
| J. S. Torr | 38, Bedford-row. |
| D. Webb | 108, Edgware-road. |
| T. Hay | 70, Lincoln's-inn-fields. |
| H. Jarman | 77, Basinghall-street. |
| Walker & Twyford | 5, Southampton-street. |
| J. Consedine | 58, Pall Mall. |
| R. E. Geach | 3, Great James-street. |
| P. R. Murless | " " |
| J. C. Mason | 358, City-road. |
| W. Yewd | 20, Devereux-court, Temple. |
| M. Thompson | 2, Bucklersbury. |
| E. G. Markby | Rolls-chmbr, Chancery-lane. |

*Provincial.*

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|---|---|
| J. M. G. Underhill | Birmingham. |
| T. Thornton | Bishop Auckland. |
| B. L. Vawdrey | Middlewich. |
| F. R. Coote | St. Ives. |
| J. Austin | Oxford. |
| J. Jones | Cheltenham. |
| F. E. Roberts | Chester. |
| W. Humfrys | Hereford. |
| T. B. Jennings | Ipswich. |
| O. B. Wooler | Darlington. |
| J. Nixon | " |
| G. Webster | " |
| Hutchinson & Lucas | " |
| F. T. Stevenson | " |
| G. & G. T. Allison | " |
| T. Horner | " |
| T. Clayhills | " |
| H. T. Waldy | " |
| H. W. Ornsby | " |
| Hacker & Bloore | Leek. |
| G. Smith | " |
| Redfern & Son | " |
| Challinor & Co. | " |
| J. T. Shapland | South Molton. |
| J. Hemmant | Birmingham. |
| G. Cooper, H. R. Cooper, G. H. Cooper (firm Cooper & Sons) | East Dereham. |
| W. Drake | " |
| G. A. Carthew, Nat. Girling (firm Carthew & Girling) | " |
| C. Wright | " |
| T. B. Couchman | Henley-in-Arden. |
| J. W. Taylor | Buxton. |
| F. Aldrich | Tonbridge Wells. |
| E. Caddick | West Bromwich. |
| W. R. Williams | Pembroke. |
| F. Sharpley | Louth. |
| J. Blomley | Todmorden. |
| H. S. Batt | Uxbridge. |
| C. Smallridge | Gloucester. |
| W. Matthews | " |
| W. R. George | " |
| T. Smith | " |
| T. L. Poole | " |
| T. C. Avery | " |
| G. P. Wilkes | " |
| J. C. Richards | " |
| T. Taynton | " |
| J. Bretherton | " |
| H. T. Lovegrove | " |
| F. Wilton | " |
| R. S. Helps | " |
| J. W. Barrup | " |
| R. W. Coren | " |

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|---|---|
| C. E. Sheppard | Gloucester. |
| W. V. Ellis | " |
| G. M. Abell | " |
| W. Clutterbuck | " |
| J. Hulls | " |
| G. Whitcombe | " |
| W. P. Brown | " |
| J. Cox Jones | " |
| Sewell, Newmarch, & Francis. | Cirencester. |
| E. Hampton | " |
| R. Ellett | " |
| W. L. Cooke | " |
| D. Whatley | " |
| R. A. Anderson | " |
| J. Fowler | Eastleach. |
| F. W. Fowler | " |
| J. W. T. Vollams | Hull. |
| Edgar Haviland | Cardiff. |
| J. W. G. Wollen | Torquay. |
| W. Cross | Prescot. |
| W. M. Ansell | Burford. |
| J. Williams | Brighton. |
| Samuel Powell | Knaresborough. |
| R. Dewes | " |
| M. Gill | " |
| C. Kirby | " |
| P. Taylor | " |
| C. Powell | " |
| F. Powell | " |
| H. H. Capes | " |
| J. Richardson | " |
| C. Kirby, jun. | " |

Every day brings a number of fresh signatures; and as it is not intended to present the petition until the close of the month, the list will be very numerous and respectable, and indeed imposing, by the time of its presentation. Meanwhile there ought to be no delay in forwarding signatures. The best plan is, for the solicitors of each locality to write their names on a sheet of ordinary draft paper, which the publisher of this journal may be authorised to attach to the petition.

## THE INTERROGATION OF PRISONERS.

A case recently heard before a French Court of Assize, of which a full report will be found to-day elsewhere in our columns, has revived a discussion among English journalists on the policy of the rule of English law which finds expression in the maxim *nemo tenetur seipsum prodere;* and some of our leading journals have indulged in very extravagant laudation of English at the expense of French criminal jurisprudence, especially in regard to the examination of accused persons. We are bound in justice, however, to say that most of the articles which we have perused on the subject unfairly assume the proceedings in the recent case to be a fair specimen of the French system. Because the conduct of the judge in that case was wholly indefensible they argue that it is impossible to justify the procedure itself. It does not necessarily follow, however, that because he abused his functions and overstrained his powers the system of interrogating accused persons cannot be supported by argument. As the question is one on which lawyers, as a body, are peculiarly qualified to form an opinion, it may be useful to glance for a moment at what may be said on both sides.

Although no rule of English law is now better established than that which protects accused persons from interrogation, it is a common mistake to regard it as part of the common law. For a very long time, no doubt, it has been observed in this country, and only here; but it is opposed to the principle of the ancient trial by combat and the still more ancient trial by ordeal, which carry us back to Norman and Saxon times. Moreover, in a number of the state trials down to the close of the seventeenth century the judicial interrogation of prisoners was not uncommon, and appears never to have been regarded as being opposed to the common law. On the other hand it may be said that not a few unquestionable rules of common law were persistently violated in former times in the prosecution of state criminals; that in the ordinary tribunals of the country the rule has been well established from time immemorial; and that it is implied in the presumption which the law makes in favour of a prisoner's innocence until he is found guilty. If the question, therefore, were to be settled by authority and ancient usage there can be no doubt that it would be decided in favour of the rule now existing in our courts. But this consideration is comparatively unimportant. In the eye of Reason a more important question is, what are the arguments independent of authority which may be adduced on either side? Mr. Bentham gave his best energies to the advocacy of the abolition of the English rule, which he conceived to be an infraction of *natural* procedure. As the prisoner must generally be the person best acquainted with his guilt or innocence, and as it is the duty of a judge to use all available means to get at the truth of any matter in question before him, it followed, according to Bentham, that the prisoner ought in every case to be subject to interrogation. Moreover, he urged that none but guilty persons would fear to be examined, if the examination were conducted fairly and without the presumption of guilt. Indeed, it has been urged that the innocent frequently suffer from having their mouths closed, and therefore being unable to explain awkward and apparently incriminating circumstances, which might easily have been explained in a fair examination of the prisoner. Lastly, it is said that the present system not unfrequently affords an absolute protection to some of the worst criminals, in cases where it is impossible to complete the evidence or to make it conclusive to the mind of the jury without interrogating the prisoner. The arguments upon the other side proceed mainly upon the following considerations: the undesirableness of imparting to our judges inquisitorial functions and habits; the chances of damage to simple and unsuspicious innocence, and of corresponding advantage to practised criminals; the danger of the process of interrogation assuming the practice of moral torture in the hands of eager judges; and finally, the many collateral purposes and indirect motives which unquestionably sometimes attend self-criminating statements. Of the various arguments included under these general heads the first is that which is most commonly urged by English journalists. The *Times*, in a leading article upon the subject, denounces the system which could produce such results, and attributes the acquittal of the prisoner Bosquet before the French Assize Court to the natural reaction produced in the minds of the jury by the bullying cross-examination of the judge.

"The result," it says, "only shows that the inquisitorial plan of trying prisoners clashes with the principle of trial by jury, and, while it defeats every other object of criminal justice, does not always secure its own. That object was defined clearly enough by the presiding judge in this very case:—'In a matter so grave I seek for the truth, and I examine you in order to know the truth.' Such is the supreme end, and only justification, of this oppressive system, which confounds the functions of judge and prosecutor. It rests upon the axiom that the discovery of truth, and not the administration of justice, is the ultimate purpose of a criminal trial. Upon this axiom we do not hesitate to take issue. It may be said, in a certain sense, that the discovery of truth is the object of a coroner's inquest, though it by no means follows that nothing which may facilitate that discovery can be improper; but it cannot be said in any true sense that this is the highest duty of a jury who have the life of a prisoner in their hands. Their highest duty is to investigate the evidence adduced against him with reference to its bearing on his guilt or innocence; and it may well happen that a method of inquiry which in the majority of cases would further the search for truth would so outrage equity as to be wholly inadmissible. This distinction goes to the root of the matter. It will never do to admit that truth in the abstract, and not the doing right between man and man, or between an individual and the public, is the aim of corrective justice. Not that it is at all clear that compelling prisoners to be examined upon oath would tend, upon the whole, to elicit truth. A prisoner is either conscious of innocence or conscious of guilt. If conscious of innocence, he has already the power

of telling his own story, and of supplying those links in the evidence which would explain the appearances against him. It is very doubtful whether the process of examination and cross-examination would do more than this, while the latter would be very likely to confound a poor ignorant man trembling for his life or liberty, though his conscience might be perfectly clear. When we are told that the innocent would always welcome the chance of having their own statements sifted, it is persons gifted with presence of mind and power of expression that are contemplated. Let us suppose, however, that the prisoner is conscious of guilt. He may then, no doubt, be convicted in this way out of his own mouth; but he may also succeed, if he be clever and collected, in baffling his interrogator and escaping, when he would otherwise have been found guilty. These objections apply, though with somewhat less force, to the proposal to render the accused competent, though not compellable, to testify on his own trial. Moreover, the refusal to do so would too often, though most unjustly, be treated as equivalent to a confession. The truth is, that until we can invent some means of making the facts relate themselves, without the aid of witnesses, lawyers, or judges, we must take our stand firmly on one of two theories. Either we must assume guilt till innocence be proved, in which case the French procedure is probably the most effective; or we must assume innocence till guilt be proved, in which case we shall find it difficult to improve upon our own."

The *Standard* discusses the question in the same strain. It observes

"It is something to say for the good sense of a French jury that an accusation sustained by such evident unfairness failed, and that the prisoner was acquitted amid the plaudits of the court. In England we should think no prisoner's life safe against which so potent an authority was set as that of one of our judges of the superior courts. The special support awarded every witness for the prosecution, and the systematic attempt to discredit each authority in favour of the accused, makes her defence a struggle against persecution, and almost turns evidence into a secondary consideration. We are thus, perhaps, enabled to explain the different ratio which convictions hold to indictments in the two countries. The moral torture applied by the French judges, if it often extorts the truth, as often forces out ambiguous or foolish statements which may compromise just as easily a good position. It is curious that French criminal jurisprudence should thus obstinately remain in the condition where we left ours in the reign of James II. The rule of the Stuarts was marked by no peculiarity more disgraceful or more repugnant to men's notions of simple justice than this pressure of a heartless authority on misfortune. And we may date the establishment of a sound criminal jurisprudence in this country to the time wherein the maxim, old as our laws, that it is better ninety-nine guilty escape than one innocent suffer, was allowed its old force in the administration of our laws. By all means punish the guilty, but let us retain our old prerogative of not giving those innocent, in advance, all the consequences which should await upon convicted crime."

If the judicial interrogation of persons accused of crime must necessarily degenerate into such proceedings as are common in France and other parts of the continent, it is no doubt a great blessing that it has not yet been made an "institution" in this country. We are, however, by no means convinced upon this point. Public opinion is peculiarly sensitive, and also operative, in England. It would be sure to go hard with any judge who pressed at all unfairly upon an accused person. If a judge is at present disposed in that direction he has abundant opportunity to give vent to his prejudice in questions to the witnesses and observations to the jury; but the public sentiment of England is so much in favour of fairness and even consideration towards accused persons, and the Press is so eager to pounce upon judges who exhibit any undue eagerness to obtain convictions that an improper conviction or unfair trial scarcely ever occurs in this country. The question is whether there is not very often a manifest defeat of justice in consequence of a sentimental tenderness towards accused persons. It is, no doubt, a difficult and delicate office to suggest any plan which would enable the interrogation of prisoners in any stage of our criminal procedure; but we should be in favour of allowing, within certain bounds, the interrogation of prisoners either by the judge or the prosecuting counsel, subject, of course, to a re-examination by the prisoner's counsel, and to the prisoner's privilege of explaining or adding whatever he thought proper.

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## THE INNKEEPERS' LIABILITY BILL.

(*Concluded from page* 504.)

We have tried by the ordinary experience of life the probable working of the bill in its provision that an innkeeper is not to be responsible for his guest's property exceeding the value of £20, unless deposited with him. But this is not all. It will not be sufficient to separate one's luggage into two heaps, unbailed and bailed. A sportsman, for example, retaining his portmanteau, cannot claim simply to lodge his gun case; he must, when required by the landlord, unstrap and unlock it and show that the gun is a gun. In the words of the bill, he must make an exhibit of it. Not even here will the troubles of the new bailment end. The guest must appraise the contents of the gun case, and declare the value to the landlord. Imagine the gentleman whom we before instanced—the solicitor, whose fowling piece is a bag of papers, in excess of the twenty pounds worth of wardrobe and personal chattels, and imagine the bag to be the property in deposit. What necessity can there be for giving the landlord the power to require that every article (which in this case could only mean every deed and paper) shall be exhibited to him, and its value declared to him? Surely he can keep the deposit under lock and key, and even place it in a fire-proof room if he thinks fit. There would be no great hardship in making him responsible for its reproduction in bulk, safe and whole.

So alien is this bill from the good sense which is the characteristic, or rather the basis itself, of the common law of England that the reader must be curious to know by what arguments it can have been carried through a second reading. There have been two arguments used; one in the preamble and the other in the debate, plausible each in itself, but mutually irrelevant. The preamble says, that from the great facility given to travelling by railways and otherwise the quantity and value of the goods and property brought by travellers to inns is so much increased, that the old common law rule, which renders innkeepers responsible for the goods of their guests which may be stolen or lost, has rendered the trade of an innkeeper extremely hazardous and dangerous; and that it is fair and reasonable that a remedy should be provided. This allegation is only half the truth. The preamble should have gone on to say, and whereas the inns which such facility of travelling has caused to be built at the termini of railways and elsewhere, of a vastness and magnificence unknown to the old common law, show that such hazard and danger do not increase in proportion to the profit of innkeepers: and the conclusion, instead of proposing a remedy to the hazard and danger, might, with at least equal reason, have proposed that the increased value of the goods and property brought to inns rendered necessary increased protection to travellers. In the debate the argument for relieving innkeepers in respect of the value of property thus brought into inns was drawn mainly from cases of loss or danger to such persons in respect of property not brought in. A story was related to the House of two brothers-in-law, one single, the other married, who went to a very respectable hotel, where they had a double-bedded room. After dining together in the coffee room, the single brother went to bed, and the married brother expressed his intention to follow when he had finished his cigar. Instead of going to bed, he went astray, and surrendered in notes £200 to a "bully." Next morning, pretending that he had placed the money in his coat pocket which he hung against his bedroom door in the inn, he made a claim on the landlord. But the landlord by the aid of a detective found out all the circumstances; so that in fact he escaped

loss. The next story was of a claim made for a pocket-book supposed to have been lost in an inn, but found elsewhere while the claim was being discussed; so that here again there was no loss. The third case was a claim by a lady of £50 for jewellery alleged to have been lost in the Grosvenor Hotel. The sum was afterwards increased to £117 14s. The company being advised that they had no defence to the action, paid 100 guineas. A little later a gentleman made a claim on the same company for £32, though he could not state what were the articles or their value. He was paid in full. Now in these two cases the hotel-keeper thought it more to his advantage as a trader to pay the claim than to put the claimantsin to the witness-box and cross-examine them as to character and circumstances. Sometimes life and fire insurance companies do the like, but they do not therefore call for increased protection by the law. Only two cases mentioned on the second reading were to the purpose. In a trial at the Maidstone Assizes in 1862, Mr. Baron Martin was said to have told the jury that the question of negligence on the part of the owner of the property lost in an inn had nothing whatever to do with the matter. Such a charge, if really made, would not have been consistent with the rule laid down in *Cashill* v. *Wright*. In the other case a traveller claimed compensation for £215 in notes left in an unlocked portmanteau on the floor of his room, the door of which was also unlocked. He could not give the numbers of the notes, nor obtain the numbers on reference from the banker who gave the notes. What became of the case does not appear, but, with the benefit of cross-examination before a jury, and of the rule in *Cashill* v. *Wright* from the Bench, the innkeeper is not likely to have suffered much injustice. Even if there have been a few such cases of possible hardship, they ought not to outweigh the general policy of the law in dealing with the necessities and conveniences of the relation of innkeeper and guest. Hard cases make bad law, but they make worse legislation.

In fact, this bill is an attempt to give to innkeepers the benefit conferred by the 11 Geo. 4 on carriers. The difference between them, both with regard to the circumstances under which the liability is incurred, and to the manner in which the profit is made, is lost sight of. The carrier's employment begins and ends with the goods under his charge. To the innkeeper the goods are mere accessories to the dealing between him and his guest; the profit, however, of which dealing does, in fact, generally increase largely with an increase in the value of the goods. The bill does not even place the same qualifications on the innkeeper as are provided by the Carrier's Act. The innkeeper is not required to sign any receipt or acknowledgment, also he is not to be bound by the declared value of the goods. "If the same are afterwards stolen or lost, such innkeeper shall not be excluded by the price or value set thereon by the guest, as is aforesaid, but it shall be incumbent on the guest to prove the actual value of the same." Again, there is nothing in the bill to restrict the innkeeper's protection in case the loss or subtraction of the goods arise from the felonious act of any servant or person in his employment, or from his own personal neglect or misconduct. The bill declares broadly that the innkeeper shall not be responsible.

If members of Parliament and other influential persons who are proprietors in the great joint stock hotel companies must have the benefit of some alteration of the common law, let them try the simpler and safer course suggested by the French law. Let the landlord have power to guard himself from the extreme hazard and danger set forth in the preamble by means of a notice—which he may be required to add to all his prospectuses, advertisements, cards, and other announcements, as well as to paint over his door, and of which he must give a copy to every guest—that the landlord will not be responsible for luggage or goods of guests, unless, &c. The public will then find out whether the proposed change is one demanded by the innkeeping trade at large throughout the country, or only by that portion of it which consists of the gentlemen innkeepers of the Grosvenor and other establishments where Parliamentary and commercial influences are blended in a manner quite unforeseen by Coke and the old common law.

## EQUITY.

JURISDICTION—SERVICE OF PROCESS ON DEFENDANTS IN SCOTLAND—CONS. ORD. 10, R. 7.—The extra-territorial jurisdiction of the Court of Chancery in England is not extended by the 15 & 16 Vict. c. 84, beyond the limits prescribed by the statutes of 2 Will. 4, c. 33, and 4 & 5 Will. 4, c. 82; and the suits in which under Cons. Ord. 10, r, 7, process may be served on defendants out of the jurisdiction of the Court are such suits as are defined by the two last-mentioned statutes.

Accordingly, where a bill was filed by a plaintiff in England against defendants resident in Scotland to carry out the trusts of a deed made in Scotland, relating partly to land in Scotland, and to be determined according to Scotch law,

Held, that the Court had no jurisdiction to order a copy of the bill to be served on the defendants.

Held also, that though the defendants had not moved to discharge the order of service, but had appeared, and demurred to the bill, yet as the bill showed that they were resident in Scotland, and that the suit was one in which the Court had no jurisdiction against persons so resident, the demurrer must be allowed.—*Cookney* v. *Anderson*, L. C., 11 W. R. 628.

JOINTURE — DEDUCTION FOR INCOME TAX.—By an ante-nuptial settlement a provision was made for payment of a jointure rent-charge issuing out of certain hereditaments, and to be accepted by the intended wife in lieu of dower, the same to be paid "without any deduction or abatement whatsoever on account or in respect of any taxes, charges, impositions, or assessments already charged or to be charged thereon, or on the jointures in respect thereof;" and for the purpose of further securing the same, the hereditaments charged were demised to trustees for a term of 200 years upon trust, in case the rent-charge was in arrear, to raise the same and all arrears thereof, and all costs, damages, and expenses sustained by the jointress by reason of the non-payment thereof, or otherwise relating thereto. After the marriage the Income Tax Act (5 & 6 Vict. c. 35) was passed, s. 103 of which makes void all contracts for payment of any annual sum of money in full without allowing a deduction for the income tax.

Held, notwithstanding the express words of the deed, and the existence of the trust to raise the rent-charge in full, that the case fell within the 103rd section of the Income Tax Act, and that the jointress was liable to bear the deduction for the income tax.—*Floyer* v. *Bankes* (1), M. R., 11 W. R. 630.

SALE TO MORTGAGEE, WITH RIGHT OF RE-PURCHASE.—Where a mortgagor sells to his mortgagee by a deed which is in form an absolute conveyance, with a right of re-emption in a limited time, and that time expires without such right being exercised, there being a clear distion between re-emption and redemption, the Court will only hold such a transaction to be a redeemable security upon clear evidence that such was the intention of the parties, or that the plaintiff had no sufficient professional assistance.

A mortgagor may sell to his mortgagee with a right of re-purchase on particular conditions and within a limited time, supposing the transaction is fair, although the Court regards such transactions with jealousy and suspicion.

The Court will not give leave to amend at the hearing unless the matter for amendment relates to the issues raised, although such matter ought to have been part of

such issues; nor will it in such a case dismiss the bill without prejudice to filing another.—*Gossip* v. *Wright*, V. C. K., 11 W. R. 632.

DOMICIL—CHANGE OF—DOMICIL OF ORIGIN.—C., a Scotchman, went to India, and acquired an Anglo-Indian domicil. He returned to Scotland some years afterwards, and after travelling about the country, occupied an old family house as his residence, and purchased some adjoining property. Some time afterwards he left Scotland, partly on account of his health, and partly for other reasons. He went first to Berne, and afterwards to Paris, where he furnished apartments, and died.—Held, that the domicil of C. at the time of his death was Scotch. The intent to change the domicil must be manifest. Taking a residence in a foreign country for the purposes of health or other causes will not effect a change of domicil.—*Moorhouse* v. *Lord*, H. of L., 11 W. R. 637.

### Practice.

EXCEPTIONS—COSTS—"USUAL ORDER."—Upon the allowance of exceptions to answer, the plaintiff is not entitled to the costs unless they are expressly mentioned in the order: the practice in the absence of special direction being that such costs remain costs in the cause.—*Crossley* v. *Stewart*, V. C. W., 11 W. R. 636.

EVIDENCE OF DEATH.—Where a party dies abroad, and his will is proved and the estate administered to there, and the property brought to this country, although there is no certificate of burial, the Court will consider that sufficient evidence of death, and will direct payment to the executor.—*Jerrad* v. *Spicer*, V. C. K., 11 W. R. 634.

SUBSTITUTED SERVICE.—Where a defendant is abroad to avoid process, and his relatives hold communication with him through a third person, the Court will order substituted service upon such third person.—*Dicker* v. *Clarke*, V. C. K., 11 W. R. 635.

NEW CASE MADE BY AMENDMENT—MOTION TO TAKE BILL OFF THE FILE.—Where a plaintiff has had leave to amend in general terms he may amend in any way he pleases.

If defendant feels himself aggrieved by having had to defend a part of the case which by amendment is abandoned, the time for him to state his grievance is at the hearing.—*Parker* v. *Nickson*, V. C. S., 11 W. R. 635.

COSTS OF MOTION TO ATTORN OR STAND COMMITTED.—A motion is made that a tenant may attorn to the receiver or stand committed, and notice being only served on the tenant's solicitor at his request, stands over, and he does not subsequently appear, but personal service is effected.—Held, that the receiver is not entitled to his costs.—*Williams* v. *Williams*, V. C. K., 11 W. R. 635.

## COMMON LAW.

### POLICY OF LIFE ASSURANCE—DECLARATION OF ASSURED.

*Fowkes* v. *The Manchester and London Life Assurance Association*, Q. B., 11 W. R. 622.

Ordinary policies of life assurance commonly contain a proviso making the usual declaration of the assured part of the policy, and providing that if such declaration be untrue the policy shall be void. In the above case the policy contained this proviso, and the declaration accompanying the policy contained these words—"I do hereby declare that the above-written particulars are correct and true throughout; and I do agree that this proposal shall be the basis of the contract between me and the Manchester and London Life Assurance Association. And if it shall hereafter appear that any fraudulent concealment or designedly untrue statement be contained therein, then any money which shall have been paid on account of the assurance made in consequence hereof shall be forfeited, and the policy granted in respect of such assurance shall be absolutely null and void."

In answer to an action by the executors of the assured the company pleaded that some of the particulars in the declaration signed by him were untrue, and therefore that the policy was void. This plea was demurred to upon the ground that the true construction of the declaration implied intentional untruth in any mis-statement. There was also, however, a question whether the proviso was not more extensive than the words of the declaration. The Court allowed the plaintiffs' demurrer, and decided that the true construction of the policy was that, although any statement made by the assured might be incorrect in point of fact, so long as it was honestly made the untruth of it should not vitiate the policy. The judgment of the Court was unanimous; and we refer to the judgment of Blackburn, J., only for the purpose of the judicial construction of the term "untrue" in such a contract.

I think that the question to be decided is—what is the fair sense of the word "untrue?" Undoubtedly, when by itself in a policy of this sort, it must be considered as meaning "inaccurate," and not necessarily involving in it any wilful falsehood; but the question here is whether, occurring as it does after the recital of the declaration, it is to be understood in that sense. And that sends us back to inquire what is the true construction of the declaration. And I think we must remember that by the ordinary rules of insurance law the premiums are not forfeited simply by a breach of warranty or by an innocent misrepresentation; but here, if the construction contended for by the defendants were correct the premiums would be forfeited in every case. And I think we must also remember that rule of law which requires the Court, in construing any deed or instrument, to bear in mind whose language it is; and that we must bear in mind these are the words of the defendants addressed to those effecting insurances with them, and must apply to them the legal maxim *verba fortius contra proferentem accipitur*. I think that a party ignorant of insurance law would read the declaration as providing that the policy should be forfeited if it were fraudulently and designedly untrue, and not otherwise. And I cannot help thinking that the express mentioning of this consequence might very fairly lead a lawyer to conclude, in accordance with the maxim *expressum facit cessare tacitum*, that that consequence was to be confined to those cases. And taking the two principles together, I think, therefore, that we must construe the word "untrue" in conformity with the words of the declaration to mean fraudulently and designedly untrue.

### PHYSICIAN—RIGHT TO RECOVER FEES.

*Gibbon* v. *Budd*, Ex., 11 W. R. 626.

It was decided in the above-named case that under the 31st section of the Medical Act, 1858 (21 & 22 Vict. c. 90), a member of the College of Physicians can maintain an action for his fees. There is no question that before the passing of that Act a physician no more than a barrister could recover his fees, unless indeed upon the footing of express contract. *Veitch* v. *Russell*, 3 Q. B. 928, decided that a physician could sue where there was a special contract, and the question in the above-named case was whether the Act of 1858 altered his status in this respect. On the one hand it was contended that its effect was merely to superadd another restriction, by preventing him from suing even where there was a special contract, unless he was registered under the provisions of the Act. On the other hand it was contended, and the Court decided, that the 31st section removed the disability of suing, and in fact conferred a new substantive right to sue. Section 31 enacts that every person registered under the Act shall be entitled, according to his qualification, to recover reasonable charges for professional aid, advice, and visits, and the cost of medicines; but there is a proviso enabling the College of Physicians to pass a bye-law to the effect that no one of their Fellows or Members shall be entitled to sue; and providing that such bye-law may be pleaded in bar to any action by a Fellow or Member of such college. It appeared in the evidence that the College of Physicians had passed a bye-law prohibiting their Fellows, but not their Members from suing, and that the plaintiff was a Member, but not a Fellow. This decision settles definitively a question of great interest to the medical profession.

MODE OF RATING RAILWAY COMPANIES.—The lines of the North London Railway Company join the lines of the Blackwall Railway Company at B. From B. to F. the North London carry their passengers on the lines of the Blackwall, paying the latter a fixed sum per passenger according to an agreement between the two companies. Held, that in calculating their gross receipts for the purpose of ascertaining the rateable value of their line in a given parish, the North London Railway Company were entitled to deduct from the said receipts the fixed sums paid by them to the Blackwall Railway Company.—*Reg. on the pros. of the N. L. Ry. Co., App.*, v. *Churchwardens of St. Pancras Parish, Resp.*, Q.B., 11 W. R. 615.

NUISANCE—CONTRACTOR—NEGLIGENCE.—Sect. 77 of the Metropolitan Local Management Act (18 & 19 Vict. c. 120) empowers a person to make a drain into certain sewers, and sect. 110 directs that any street broken up shall be reinstated with all convenient speed. P., intending to make such a drain, employed a contractor (H.) to do the necessary work. H. did it so negligently that the plaintiff's wife fell in and was injured.—Held, in an action against P. and H. to recover damages for the injury, that H. alone was liable, and not P.—*Gray et Ux.* v. *Pullen*, Q. B., 11 W. R. 616.

TURNPIKE TOLL—MANURE.—A cart containing a load of manure for land (which is exempted from toll by 3 Geo. 4, c. 126, s. 31), is not rendered liable to toll by reason of its containing empty baskets or sacks which have been used for the purpose of conveying agricultural produce to market or elsewhere for sale.

The words "necessary for loading or unloading manure or materials" in sect. 28 of 3 Geo. 4, c. 126, apply to the words "spade, shovel, or fork," and not to the words "basket or baskets, empty sack or sacks," in that section.

Sect. 28 of 3 Geo. 4, c. 126, is not repealed by the provisions of 5 & 6 Will. 4, c. 18.—*Richens, App.*, v. *Wiggins, Resp.*, Q. B. 11 W. R. 617.

PLEADING—SALMON FISHERY ACT, 1861.—Any person is justified in taking possession of and destroying fixed engines used for catching salmon in contravention of the 11th section of the Salmon Fishery Act, 1861, whether he have or have not the authority of a properly constituted conservator for the county wherein such engines were destroyed; and therefore, where to a plea, justifying such acts under the authority of a conservator of a river, the plaintiff replied that the said conservator was appointed by the justices of the county of D., and that the fixed engines were situated in the county of C. (the river at the point in question dividing the two counties), Held, that the replication was no answer to the plea.—*Williams* v. *Blackwall*, Ex. 11 W. R. 621.

PRINCIPAL AND AGENT—SET-OFF.—Where a factor sells goods to an agent without informing the agent that he is selling as a factor, and not as a principal, the agent being aware of the fact from previously acquired knowledge, but his employer being ignorant of it, the agent's employer is entitled to set off a debt due to him from the factor against the purchase-money.—*Dresser* v. *Norwood*, C.P., 11 W. R. 624.

## COURT OF QUEEN'S BENCH.

(Before Lord Chief Justice COCKBURN and Common Juries.)

*May* 9.—*Jewell* v. *Druce and Another.*—This was an action for goods sold and delivered. The defendants had severed their defence. Druce pleaded never indebted. Rattenbury, the other defendant, had paid £118, the value of the goods, into court.

Mr. Serjeant *Ballantine* was counsel for the plaintiff; Mr. *Overend, Q.C.*, for the defendant.

The plaintiff is a furniture dealer carrying on business in Lincoln's-inn-fields. Rattenbury was the promoter, &c., of the Inns of Court Hotel Company, and the defendant Druce is solicitor to the company. The action was brought against the defendants jointly. Druce denied his liability. Rattenbury had paid the money into court, and then the defendant Druce claimed his costs from the plaintiff. The latter declined to pay them, and the present action was tried to decide the question of costs. The plaintiff said it was a joint purchase; but the defendant Druce denied it, and swore that the credit was given solely to Rattenbury, who had left the company. Rattenbury was paid £100 for the use of his office and the furniture for three months, whilst the company was being formed. There were directions on paper when the goods were ordered; but there were none in reality until after the goods were supplied. The first invoice of the goods was made out to the company, and returned. Three invoices were sent in made out to three different persons.

The jury returned a verdict for the plaintiff.

## MAGISTRATES LAW.

CONVICTION FOR BEING IN A DWELLING-HOUSE FOR AN UNLAWFUL PURPOSE.—An information was laid against the appellants before two justices under 5 Geo. 4, c. 83, s. 4, charging them with being in the dwelling-house of the respondent for an unlawful purpose—to wit, for the purpose of committing a felony. The justices found that the defendants were in the respondent's house "for the purpose of eating and consuming the provisions of the respondent without his knowledge," and convicted them of the offence charged against them. Held, first, that in order to support the conviction it was necessary not only to find that the defendants were in the house for an unlawful purpose within the meaning of the Act, but also that they were there for an unlawful purpose within the meaning of the information—*i.e.*, for the purpose of committing a felony; secondly, that the felonious intention was a matter of fact depending upon the particular circumstances of the case, which ought to have been found by the justices, not a conclusion of law, which could be drawn by the Court; thirdly, that as the magistrates had not found such an intention, the conviction was wrong.—*Kerkin, App.*, v. *Jenkins, Resp.*, Q. B., 11 W. R. 618.

PRACTICE AT PETTY SESSIONS—ORDER WHEN "MADE."—An affiliation order was made at petty sessions on T. by the justices of the peace for the county of E. on the 17th of February. It was signed by one magistrate on the 1st of March, and by the second upon the 3rd. Notice of appeal was given on the 2nd of March. Recognizances for costs were entered into on the 4th.—Held, 1st, that the notice and recognizances were too late, the order having really been "made" on the 17th of February, the day of adjudication; and secondly, that the irregular manner in which the signatures were affixed did not make the order bad. *R.* v. *The Justices of Flintshire*, 15 L. J. M. C. 40, questioned.—*Ex parte Johnson*, Q. B., 11 W. R 620.

GAME—POACHING ACT, 25 & 26 VICT. C. 114.—In order to support a conviction under 25 & 26 Vict. c. 114, s. 2, it is enough that such evidence should be adduced as fairly warrants the inference that the offence there charged has been committed.—*Evans* v. *Botterill*, Q. B., 11 W. R. 621.

## BANKRUPTCY LAW.

### COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

*May* 8.—*Re Neill.*—This was an application for order of discharge. The bankrupt was a law student of Lincoln's-inn, and of Hamilton-terrace, St. John's-wood. The debts were about £1,100. No assets. He had been in prison a week.

Mr. *Lewis* supported; Mr. *Abrahams* opposed.

The bankrupt said he had no property. Expected £3,000 at his father's death, but there was no will or settlement under which he had any other property. Had expected to pay his debts out of what he would be entitled to at his father's death. His father, who was a gentleman of independent fortune, had allowed him £100 a-year up to the time of his arrest.

Mr. *Abrahams* proposed to delay the order of discharge until the death of the bankrupt's father.

Mr. Thompson, of Montagu-place, deposed that he was out of business, except occasionally discounting a few bills. Had the bankrupt's bill from Mr. Curlewis, a tailor, who gave him other bills as additional security. The acceptor of the bill was the bankrupt. Had not sued Curlewis.

The COMMISSIONER suggested an arrangement.

Mr. *Lewis*.—There is no chance of it. The creditor acted most harshly, and threw this young man, who is only twenty-four, into prison.

The COMMISSIONER.—Then I shall be obliged to deal with him for contracting debts without any reasonable prospect of payment, and annex a condition to the order of discharge.

Mr. *Lewis*.—A sum of £500 of the £1,100 he owes is due to a personal friend.

The COMMISSIONER asked the bankrupt when he expected to be called to the Bar?—The bankrupt replied there was very great doubt if he could ever be called, as he was informed the benchers of Lincoln's-inn had made very stringent rules.

The COMMISSIONER expressed a hope that the benchers would not act so harshly, and if his intervention could be of any use to prevent their doing so, he would gladly use it. It would be hard, indeed, to shut the door on a young gentleman being called to the bar only because he was in difficulties, and thus mar his future prospects. The Commissioner granted the order of discharge, annexing to it a condition that the future income or acquired property of the bankrupt should be liable until 10s. in the pound of his debts were paid.

(Before Mr. Commissioner HOLROYD).

May 12.—*In re C. R. R. Laforest*.—A most important question as affecting all classes of persons who come before courts of bankruptcy, whether traders or non-traders, was argued and decided to-day. The question was whether, in the interval between the Court pronouncing its judgment on the order of discharge and the expiration of the thirty days which by the statute must elapse before the order issues, legacies or other property falling in passes to the bankrupt or to his assignees for the benefit of his creditors. The circumstances upon which the question arose were briefly as follows:—On the 28th of last November the bankrupt applied for his order of discharge. The Court, under its hand, certified that "the bankrupt was and is entitled to such discharge, and the same is hereby granted." On the 30th of December the order of discharge was duly drawn up, signed, and sealed, and on the 2nd of January, 1863, a notice was advertised in the *London Gazette*, to the effect that the Court had granted the order of discharge on the 28th of November, 1862. On the 2nd of December, 1862, one Jane Martha Welsh died, having bequeathed to the bankrupt a legacy of £300, and also one-seventh part of he residue of her estate. The question was whether the legacy becoming payable between the time at which the Commissioner granted the order of discharge and the time at which the order was formally drawn up, should not be handed over to the official assignee and not to the bankrupt.

The COMMISSIONER decided that the order of discharge, when granted by the Court, was inchoate until the expiration of the thirty days mentioned in the statute, nor could it be dated, nor was it perfected, until the end of that term. The hearing and decision of the Commissioner was not final and conclusive until the thirty days had elapsed. Under the old law of bankruptcy, property, even after the creditors signed, and after the Commissioner signed, passed to the assignees at any time before the Lord Chancellor confirmed the certificate. Under these circumstances he was clearly of opinion that the property in question passed to the assignees and not to the bankrupt.

Order accordingly.

## APPOINTMENTS.

Mr. ROBERT PIGGOTT OLDERSHAW, of Warwick-square, Pimlico, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

Mr. SAMPSON SAMUEL, of New Broad-street, Bishopsgate, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

## GENERAL CORRESPONDENCE.

MARRIAGE SETTLEMENT.—PROVISIONS AS TO DIVORCE.

The draft of a marriage settlement having been prepared under these circumstances—the property of the intended wife is all personal, the husband's (practically) *nil*, and the trusts being to the separate use of the wife for life, remainder to the children as she shall appoint, &c.—it is now proposed on behalf of the husband to insert a covenant or proviso that if any suit shall be instituted in the Divorce Court, either for dissolution of marriage or otherwise, the wife shall not apply for alimony either *pendente* or permanent, nor for any deposit for costs in the registry, and that the deed may be read in opposition to any such application. I shall be greatly obliged to any one who could enlighten me as to this (to me) wholly unprecedented provision. Is it operative, and to what extent; or is it not altogether void as against public policy? W. M. M.

ANNUAL CERTIFICATE DUTY.

I have long considered this tax an unjust and unfair burthen, especially as it falls with such unequal pressure on the members of the profession—the practitioner who can hardly earn his £100 per annum having to pay the same as he who earns his £1,000 and upwards.

It is rather foreign to the present subject, but I have also long since considered that the stamp duty on articles of clerkship should be abolished, and in lieu of the same a heavier stamp imposed on the judge's fiat for admission, which might be, say, £150, or even £200, the payment of which amount in one sum should, however, exempt the practitioner from any other stamps or fees whatever during his life. I object to the stamp on the articles for many reasons, and especially (1st) because the articled clerk may die during his articles; and (2nd) because he may not like the profession or possess the ability to become a member of it. Possibly the editor of the *Solicitors' Journal* may think it of such importance as to turn his attention to the subject, and suggest some alteration for the better on the existing system, but at present I am for the immediate abolition of the certificate duty, and for an increased stamp duty on *admission* in lieu of stamp on *articles*, and I think £150 on admission would be a wise and fair regulation.

3, Leicester Place, Clifton, W. TAYLER.
May 8, 1863.

## PARLIAMENT AND LEGISLATION.

### HOUSE OF COMMONS.

*Monday, May* 11.

ASSURANCES REGISTRATION (IRELAND) BILL.

Upon the order for going into committee upon this bill,

The SOLICITOR-GENERAL explained that it was not of any use attempting to pass a measure of this kind unless it received the support of professional men, and of those interested in land in Ireland. The bill had been framed in consequance of a memorial from the council of the Law Society of Ireland in 1860, and a report of Colonel Leach thereupon. The Law Society subsequently endorsed the recommendations of Colonel Leach with their approval; and the bill was framed in accordance with these recomendations last year. The Law Society recommended that the bill should be referred to a select committee, the subject being so important and full consideration being desirable. The bill was re-introduced this year, and it was read a second time. Since then the Law Society of Ireland had determined to give the bill the most strenuous opposition; and under the circumstances the Government would not further persevere with the measure. He moved to discharge the order.

Mr. WHITESIDE was glad to hear that the bill was to be withdrawn, as it was one containing matters of such novelty and inconsistency that it never could have passed. It was true that the council of the Law Society had been in favour of such a measure as this, but it was the whole body of the society who differed from the council and overruled their decision.

Mr. BUTT, whilst not approving of everything in the bill, thought that some clauses in it would have introduced valuable improvements.

The order of the day for going into committee on the bill was discharged, and the bill withdrawn.

PARTNERSHIP LAW AMENDMENT BILL.

Mr. SCHOLEFIELD moved to nominate the select committee on the Partnership Law Amendment Bill, to consist of Mr Scholefield, Mr. T. Baring, Mr. Buchanan, Mr. Cave, Mr. W. Forster, Mr. George, Mr. M. Gibson, Mr. G. G. Glyn, Mr. K. Hodgson, Mr. Malins, Mr. Moffatt, Mr. Murray, Mr. Potter, Mr. Vance, and Mr. Wegueliu.

The motion was agreed to.

CIRCUIT ARRANGEMENTS.

Mr. HADFIELD asked the Attorney-General whether the

Government intended to make any and what alteration in the existing circuit arrangements, and whether such arrangements would be completed before the next summer assizes, and would include a winter circuit, and in what places.

The ATTORNEY-GENERAL said the subject of the existing circuit arrangements had been for some time under the consideration of the Government, and that some alteration would take place could not be doubted. The only question was to determine what those arrangements ought to be. Various plans had been suggested to the Government, and within the last few days a written statement had been received by the Lord Chancellor from the Lord Chief Justice of England and the other judges, containing important suggestions on the subject, which would receive full consideration. No time had as yet been afforded for such a purpose, but he thought it was hardly likely that any arrangement would be completed before the next summer assizes.

STOCK CERTIFICATES TO BEARER BILL.

This Bill was read a third time and passed.

*Tuesday, May* 12.

LEASES AND SALES OF SETTLED ESTATES.

Mr. COX obtained leave to bring in a bill to amend the Leases and Sales of Settled Estates Act, 1856.

*Wednesday, May* 13.

JUDGMENTS, &c., LAW AMENDMENT BILL.

Mr. HADFIELD, in moving the second reading of this bill, observed that its object was to place real property on the same footing with respect to judgments as personal property. He found by a return recently presented, that in one year and ten months 3,051 judgments had been registered, one-tenth of which did not affect real estate at all. Of those 3,051 registered judgments three-fifths were to secure debts of less than £200. He contended that the whole of the present system was but a remnant of one still more effete, and that it would be the greatest possible relief both to the public and the profession if it could be swept away, and that judgments upon real estates should no longer be held to be a lien upon the land.

Mr. HUMBERSTON seconded the motion.

Mr. MALINS gave his cordial support to this bill. When he first commenced the practice of his profession the law with respect to the transfer of personal estate was in precisely the same position as it was at present. Whether it was the transfer of a picture worth a thousand guineas, or of a chair or table, until the sheriff had in his hand the writ of execution a judgment was not of the slightest value. But with regard to land, whether the estate were great or small, as soon as a creditor obtained judgment that judgment became a lien upon the land, and at that period a purchaser was obliged to search the records of every court in the kingdom for twenty years back in order to ascertain whether or not the estate he was about to buy was liable to these judgment debts. That was the state of the law until 1838, when it was found to entail such monstrous evils that an Act was passed by which every judgment bond for every description of land should be registered in one court, and that such registration should take place every five years. He thought that the matter would be intelligible if they said that a judgment should either bind all the property of the debtor or none; but he was unable to see any reason why land should be bound when the personal estate was not bound. He did not see the slightest difficulty in the creditor taking a memorandum of security for the amount of his debt, chargeable on the owner of the land, in the same manner as a banker or other person took the title deeds or a mortgage. The law as it stood before was better than it was at present, because the passing of the Act of 1859 had introduced a most ridiculous and inconvenient state of things. The law would be much more simple as between the debtor and creditor if the judgment were still made a judgment upon the land, but that, if the debtor proceeded to sell, the lien should cease in favour of the mortgagee or purchaser.

The SOLICITOR-GENERAL considered that, instead of advancing in the course of law reform they would be retrograding if they passed this bill. He suggested that they could not legislate upon this subject without affecting the whole property of this country, and totally changing the law of debtor and creditor. This bill was simply to relieve solicitors and others engaged in the transfer of real property from the trouble of making a search in the Court of Common Pleas to see whether there were any judgments against the property, which could be made at a cost of a few shillings; and in order to accomplish that object they were to subvert the fundamental laws of debtor and creditor. The radical fallacy of the bill was that it was desirable to put freehold, copyhold, and leasehold estates upon the same footing. His hon. friend said he could not see why they should not apply the same rules to a judgment against a man owning a landed estate and the case of a judgment against one owning a picture. But the cases were altogether different, because the sheriff could give absolute right, title, and property in the thing seized, whereas the remedy given by the common law against real estate was altogether different. This bill proposed to abolish the Act passed on this subject in the first year of the Queen, and which was intended to supply the defects of the former state of the law. For the sake of relieving solicitors from a little trouble, and for the sake of saving in the first instance a sum of 20s. or 30s., though the ultimate expense might possibly be increased, it was proposed to subvert a fundamental principle of the law of debtor and creditor. It was true that a bill was passed in 1860, under the auspices of Lord St. Leonards, which might seem to favour the present measure, but he confessed he was not inclined to proceed further in that direction.

The house then divided, and there were—

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| For the bill | ... | ... | ... | 23 |
| Against it | ... | ... | ... | 43 |
| Majority | ... | ... | ... | 20 |

The bill was therefore lost.

POISONED GRAIN PROHIBITION BILL.

On the order for the second reading of this bill,

Mr. PAULL moved that the order be discharged, and that the bill be withdrawn, and obtained leave to bring in a bill to prohibit the sale and use of poisoned grain or seed, or poisonous preparations in certain cases, and also to prohibit the destruction of birds and animals not already protected by law.

ACCIDENTS COMPENSATION BILL.

Sir J. FERGUSSON moved the second reading of this bill. He might say that this bill was introduced with the assent of every railway company in the kingdom, and he thought he might remark that no interest had been productive of so much benefit to the country, or had introduced greater improvements in modern times. In the measure proposed, in the remedy prayed for, the railway companies did not seek to divest themselves of that just responsibility which attached by the law of England to every carrier, but they did seek protection from injustice. There was the common law, there was the Carriers' Act, there was the Act commonly called Cardwell's Act, and there was Lord Campbell's Act, the last of which did no more than to extend the principle of the common law to persons who had suffered death through negligence, so that compensation might be recovered. He was told that the promoters of this bill were seeking to overthrow that Act, but that was a popular error. What he asked the House to do was not to overthrow Lord Campbell's Act, which supplied a great defect, but so to regulate and limit its operation that it might not be productive of injustice, so that large interests might be protected and large classes preserved from injury. One of the main defects of the present law was the inequality of its operation. Here was a contract into which the company was bound to enter, but of the extent of which it was impossible for them to judge. If a man could prove that his wife and children were endamaged compensation was given; but in the case of an unmarried man giving aid to his relations, unless substantial loss could be proved, no compensation was given. He admitted the exceptional nature of this bill, and that they were proposing to take railway companies out of the category of common persons liable to the consequences of negligence. Until they could ensure a certainty which belonged to no human affairs unforeseen accidents must occasionally arise. The present state of the law opened up an enormous means of fraud. Claims were often very long delayed so that the truth could not be ascertained, and there had been cases of persons who had obtained compensation on account of accidents when they were not present. The railway companies could not hide from themselves that there existed a partnership among certain solicitors and medical practitioners of a pettifogging class who drove a profitable trade at their expense. Verdicts were given, the costs of which swelled the damages to an enormous amount, and there were no means of rectifying undue awards, though juries were to so great an extent swayed by passion and prejudice that they often gave extravagant damages when moderate damages were recommended by the judge. He might point to a great number of cases where this had been the case. Several actions had been brought against the London and North-Western Company, in which they had been heavily mulcted.

One of them was the case of a Post-office clerk of the name of Allen; one train ran into another, but no one was seriously injured; Mr. Allen, however, considered himself hurt, and brought his action, and at the trial the Post-office physician declared him to have suffered from concussion of the brain, and the jury gave him £1,400, after which he went back to his business. Another remarkable case was that of the Whitehaven Junction Railway Company, on whose line a collision happened in August, 1860, through an error on the part of one of their servants. No bones were broken on the occasion, but, out of thirty-four passengers, thirty claimed compensation, and the amount the company had to pay in compensation was £9,496, besides £741 for law costs, which was equal to two years' dividends. This being the state of the law he proposed as a remedy that companies should be subject to a just liability, but should not have unjust obligations placed upon them. They were now compelled to enter into contracts of which they could not tell the liabilities. He proposed that the position of companies should be rendered more equal, and that according to the payment should be the liability. He proposed that an individual should be entitled to insure with the railway company, and that the company should be bound to insure him, so that if this project became law there would always be the means of passengers making pecuniary provision against accidents. He submitted this bill to the House as a remedy against a proved grievance, and besought for it their impartial consideration.

Mr. J. C. EWART seconded the motion.

Mr. LONGFIELD and Mr. BENTINCK opposed the bill.

Mr. THOMPSON supported the bill.

The SOLICITOR-GENERAL stated that in his opinion the principles of the bill were such as to make it impossible for the Government to give it their assent. Common carriers were responsible for the safe custody of the goods entrusted to them; but that responsibility was qualified by the Act of Parliament which declared that as regarded goods of certain kinds they were not bound to carry them. But railway companies were not at all responsible for the safe custody of either passengers or goods. They were only held responsible in the case of damage arising from any wrong or negligence on the part of their servants or officials. If, through an unavoidable accident, life was lost, railway companies were not responsible. By the present bill it was sought to fix a purely arbitrary value upon the loss of life or limb, and to supplement that provision by a system of assurance. Now that was contrary to the whole principle of assurance. Upon those grounds, without denying the fact that the law might be improved in its application to railways, he was bound to say that the principles of the measure disentitled it to the approbation of her Majesty's Government.

Mr. DUTTON, Mr. AYRTON, and Mr. PAULL, suggested that the bill should be referred to a select committee.

Mr. BOVILL reminded the House that frauds were committed in every department as well as against railway companies, which no bill could effectually prevent. There was no doubt but that railway companies had sometimes been guilty of gross negligence, occasioning the most lamentable consequences. He, therefore, called upon the House to protect the public against such negligence, as far as possible. He contended that no case had been made out in favour of the present bill.

Sir J. FERGUSSON having replied, the House divided, when there appeared—

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| For the second reading ..... | 70 |
| Against ..... | 90 |
| Majority ..... | 20 |

## PROVINCES.

WOLVERHAMPTON.—At a quarterly meeting of the Council of this borough, held on the 11th of May, 1863, at the Town Hall, Wolverhampton, it was moved by Mr. Alderman Underhill, seconded by Mr. Councillor Sidney, and carried unanimously.—That the Lord Chancellor having declined to comply with the joint request of this Council and the borough magistrates for the appointment of the mayor, Henry Hartley Fowler, Esq., as a permanent magistrate of this borough, on the ground of his being a solicitor in practice, this Council desires to express its protest against the principle of his non-appointment for the following reasons:—

1. The 34th section of 6 & 7 Vict. c. 73 (the Attorneys and Solicitors Act), expressly provides for, and therefore evidently contemplates, the appointment of practising solicitors as borough magistrates.

2. That cases arise before the borough justices in which the legal knowledge of a properly qualified professional man who does not practise in petty sessions are of the greatest service to the borough.

3. That Mr. Fowler not only fulfilling these requirements in an eminent degree, but being of a high social position and in every respect qualified to discharge the duties of a magistrate, and having with great ability and the strictest impartiality presided as chief magistrate ever since his appointment as mayor, the Council greatly regrets that the borough Bench will be deprived of his services at the expiration of the period during which he is a magistrate *ex officio*, in consequence of the rule laid down by the Lord Chancellor, which alone prevents him having the permanent appointment to which his character and attainments so justly entitle him.

## IRELAND.

### Correspondence.

THE IRISH MASTER OF THE ROLLS ON LAND TRANSFER.

I have read with much surprise the treatise relative to "The Transfer of Land" in the pamphlet published by the Right Hon. T. B. C. Smith, and as I see it is particularly addressed to "*an unprofessional reader*," I have endeavoured to collect his meaning; and as you are a public journalist, and as such usually give to your readers information, I shall consider it a great personal favour if you will give publication to a few remarks which have occurred to me on perusing the learned judge's observations. It appears to me that the plan is to place an estate worth £50,000 or £500,000, and indeed all landed properties, whether of great or small magnitude, on the same footing as a sum of money in the Government funds—which is placed there generally by a capitalist or other person for a temporary investment,—and thus deprive the future generation of all settlements and entails, so that none of our nobility and gentry are to have an entailed estate, simply because gentlemen learned in the law, when advising on titles, have been in the habit of drawing upon their imaginations in finding out difficulties, and thus impeding the transfer of landed properties. This course eventuated in the establishment of the Landed Estates Court, because it was found very difficult to surmount the obstacles raised by the counsel in a title during a period of upwards of one hundred years. There may have been an outstanding term of years, or some old charges, or some such other imperfections, and therefore the title was not considered marketable, though at the same time it may be perfectly safe. To remedy this the gentry of the country are no longer to have power to settle their landed property in any way whatever, and any person in whom an estate may be vested is to be taken to be the absolute owner, and to be at liberty to sell and only to be controlled, as I collect, by recourse to a Court of Equity in regard to the application of the purchase money. Now is this the situation the landed gentry in the country are to be placed in? Facilitate if you please the transfer of landed property by shortening the form of conveyance, and declaring that the Courts of Equity are not to throw impediments in the way of vendors in making out titles, on the ground of some old outstanding term of years, or a release of an old charge not being at hand. These are the nature of the chief difficulties raised on a title. I do not stop to remark on identity of parcels.

I am much struck by the apparent eagerness with which it is sought to do away with a family property and entail. There is no saving clause from the beginning to the end of the treatise in favour of family entailments. There is to be no entailed property. Where would England or Ireland have been but for the foresight of our ancestors in this respect? I, an unprofessional reader, sincerely trust that the principle advocated will not be admitted. The learned judge refers to Lord St. Leonards as taking a different view from himself and gives the names of nine learned gentlemen who signed the Chancery report as differing from his Lordship, for the purpose as it seems to me, to put down his Lordship. It is somewhat singular that these gentlemen have not succeeded in showing to the landed proprietors and the Legislature that the plan propounded is the right thing; and I venture to predict that if the matter be looked at with a serious mind it never will be adopted. We all know that a banking establishment is one that takes no notice whatever of a trust, and properly so. The Government takes no notice of the trusts affecting stock, and yet there are innumerable deeds declaring the nature of the trusts of stock. Stock is seldom or ever anything beyond a temporary investment, and is never intended to be otherwise.

Not so lands, and therefore they should not be governed by the same principles. The suggestions go beyond what Mr. Torrens has put forward and established in South Australia, but what is fitted for a new colony may not be applicable to the mother and sister countries. Keep us, for goodness sake, from a "Registration of Title," which no man can get who has not a "good and marketable title;" and if he has a good title what more can he want?

I have read Mr. Torrens' book, and am at a loss to understand how a system applicable to a colony of a few years standing is to be applied to the mother and sister countries (England, Ireland, and Scotland). Are we to undo all that has been done for centuries past? Simplify the law in some particulars, but let a man have his title deeds in his own chest as heretofore: nothing else is required, except by those who want to turn the business from one channel into another, without, in the end, as I submit, benefitting the land owners. If the owner of property wishes to make anything like a settlement of it, he must first vest it in certain persons, who are to be treated as absolute owners, and at the same time execute a distinct and separate deed declaring the trusts upon which the same is so vested, but which is not to affect the land, but only the produce of it. Now what is this but another mode of doing what is now the practice. The learned judge does not say whether this deed is to be registered or not, or how preserved; but I draw the conclusion that the suggested alteration will increase litigation and the business of the Court of Chancery.

I trust what I have thus hastily written may draw the attention of yourself and the public to the subject, and that neither will be led away by a superficial view of the matter, but that it may be well considered and digested; and if so I venture to predict that very few persons will coincide in the views propounded—the broad principle of which is to have no landed property entailed or settled. J. W. S.

Dublin, May 10.

## COLONIAL TRIBUNALS & JURISPRUDENCE.

### CANADA.

MARRIAGE WITH A DECEASED WIFE'S SISTER.

An important decision has recently been given in the Canadian Court of Chancery, by Vice-Chancellor the Hon. J. C. P. Esten, in a case of *Hodgins* v. *M'Neil*, in which that judge has held that the Marriage Act, 5 & 6 Will. 4, c. 54, does not apply to that Colony. The facts of this case are shortly as follows:—Mr. M'Neil, then residing near Toronto, was, prior to 1846, married to his first wife, Eliza, who died in April of that year, leaving two children. In December, 1850, Mr. M'Neil married Anne, sister of his former wife, and died intestate in March, 1856, leaving two other children issue of this second marriage. George, eldest son of Mr. M'Neil by his first wife, died shortly after his father, and Mr. Hodgins, having been appointed his executor, commenced this suit to administer M'Neil's estate. Mrs. M'Neil, his widow, claimed dower, and her children, issue of the second marriage, claimed as heirs to be entitled to share in the estate. Issues were therefore raised as to the respective rights of the widow and her children.

The Vice-Chancellor in giving judgment said:—"Before 26 Geo. 2, c. 33 (the Marriage Act), clandestine marriages were illegal, although not void, and subjected the parties to ecclesiastical censure, *i.e.*, all marriages were required to be solemnised *in facie ecclesiæ* and by bonds or license, and, if a minor, with consent of parents; such marriages were rendered void by 26 Geo. 2., c. 33, which is generally in force here, under the Constitutional Act, but probably not the eleventh clause, which makes such marriages void. They are, however, illegal, and in breach of the usual bond condition that no impediment exists. 33 Geo. 3, c. 5, was said by Mr. Hodgins to have introduced canon law, but, in fact, the canon law, so far as it was part of the law of England, had been already introduced by the Constitutional Act. 38 Geo. 3, c. 4, authorises Presbyterian, Lutheran, and Calvinist ministers to celebrate marriage between certain persons, provided they are not under any legal disqualification. It presupposes ecclesiastical law in force, and probably did not authorise those persons to marry a man to his wife's sister because an unlawful marriage. 11 Geo. 4, c. 36, confirms marriages previously celebrated of persons "not under any canonical disqualification," authorises ministers of certain denominations to solemnise marriage between persons "not under legal disqualification" (Dwarris, p. 526). "Acts allowing Acts in force in colonies are themselves in force." This seems to apply to Acts extended to the colonies by the Parliament when passed, not when the colonies voluntarily adopt an Act not originally in force there *Livingstone* v. *Fenton*, 5 Jur. N. S. 1183. The *lex loci rei* must govern in all questions of succession to real estate; therefore it was held in this case that the ancestor of the respondent, having married his wife's sister in England, the marriage not having been annulled in the lifetime of the parties, such a marriage being, by the law of Scotland, void, and the parties to it criminal, the respondent was to be deemed legitimate in Scotland, and even if he should have been deemed illegitimate, supposing the marriage valid in England, it was not so, but unlawful and voidable, although it could not be avoided after the death of either of the parties. Such a marriage is void in England, but after the death of the parties the temporal courts, which had no jurisdiction themselves, must regard every marriage *de facto* as good until it is declared void by the ecclesiastical courts, and will not permit them to declare the marriage void after the death of one of the parties, when their sentence can have no effect on the marriage itself, it being already dissolved by death, and its only effect will be to bastardise the issue. The result is that after the death of either of the parties the marriage is valid and the issue legitimate *de facto* but not *de jure*. I think the statute 5 & 6 Will. 4, c. 54, does not extend to this province, and, therefore, that the marriage in question, which I assume to have been celebrated according to the law of England, as introduced into this province by the Provincial Act, 32 Geo. 3, c. 1, has become, by the death of one of the parties to it, indissoluble, and the children of such marriage have become also legitimate. My reasons are that the colonies are not mentioned in the Act nor included by any necessary or even strong intendment; that the Act is one of conscience and policy; that the law of England was not introduced into this province by the Imperial Legislature, but adopted by our own; that we have a local legislature competent to deal adequately with such matters; that the inconvenience intended to be remedied by the Act 5 & 6 Will. 4, c. 54, is practically unfelt here; that such marriages are recognised as valid by many foreign systems, and that their being in violation of God's law is, to say the least, extremely doubtful, although so declared by the statute law of England. No doubt the Act of the 32nd of the late King introduced all the law of marriage as it existed in England at that date, excepting, perhaps, some clauses of the 26th Geo. 2, c. 33. It introduced the Acts 25 Hen. 8, c. 22, 28 Hen. 8, c. 7, 28 Hen. 8, c. 16, and 32 Hen. 8, c. 38, so far as they remained in force, and so much of the canon law as had been adopted by the law of England. The provincial statutes cited by Mr. Hodgins, do not, I think, affect the question. They were passed to confirm certain void marriages, and to authorise the ministers of certain denominations of Christians to solemnise matrimony. Both enactments contained the qualification that the marriages in question should have been or should be between persons under no "legal" or "canonical" disqualification, thereby meaning no doubt that they should not be disqualified to enter into the contract of marriage by the law as it stood; that is, by the law of England as introduced into this province, both statute law and canon, so far as adopted by the law of England. These statutes did not mean to introduce any new law not already introduced into the province, nor is it necessary for Mr. Hodgins' argument that such an effect should be attributed to them. Its only effect would be to show that this marriage was unlawful and void, but nevertheless it must be recognised as a marriage *de facto* by the temporal courts until annulled by sentence of the ecclesiastical, which could only be done during the lifetime of both parties to it. But this is clearly the law of the province. It cannot be doubted that the marriage in question in this case was unlawful and void at the time of its celebration, and could have been annulled by the sentence of the Ecclesiastical Court at any time during the lifetime of both parties. But it is equally clear that, it never having been so annulled, it has become indissoluble, and the children springing from it are, to all practical purposes, absolutely legitimate. I therefore think that this lady is entitled to her dower and thirds, and that her children are entitled to share the estate of the intestate with the children of his first marriage."

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### FRANCE.

INTERROGATION OF PRISONERS.

A trial has just taken place in the assize court of the department of the Cotes-du-Nord, of a woman named Suzanne

Bosquet for strangling her husband while lying by his side in bed. She was married in 1858, her husband being then twenty-nine years old, and she twenty-three. The indictment set forth that, being of weak intellect, he had been induced to make a donation, a short time after his marriage, of the whole of his personal property to his wife, and a life interest in the real property he might leave at his death; and the crime with which she was charged was alleged to be in consequence of her fears that her husband meant to revoke his donation on account of her dissolute conduct. At the opening of her direct examination in open court the judge observed, in reference to her presumed motives for marrying Bosquet,—"So, then, your husband had little intellect; you were intelligent; your husband was not a very desirable choice; you were good looking, and you possessed personal attractions; but your husband was richer than you: it was consequently for money that you married him." The woman denied that it was so, and said she married, if not for love, from friendship. The judge observed, —"For your own sake don't go beyond reasonable limits. I cannot force you to say that you abhorred your husband, but do not say that you married him out of friendship." The woman maintained that what she said was true. She was asked whether, some time after her marriage, she had not formed an illicit connexion with one of her cousins. She gave a positive denial to the charge, but the judge said, "Take care; you are in a grave position. Do not allow a false shame to hinder you from avowing a *fault*, when you have to justify yourself for a *crime*. This cousin of yours was constantly at your house, and the moment he came there was grog and coffee drinking—in a word, there was going on a debauch so scandalous that in the commune it was said when your cousin arrived that good cheer would be sure to follow." The prisoner was asked whether she had not been caught *en flagrante* with her cousin. She declared it was false, and the judge observed, "But if it be proved it will show that you lied when you said that you married your husband out of friendship." It was shown that some hours before her husband's death he had been drinking to excess; that, in fact, he had become beastly drunk, and fell on the floor insensible. The prisoner declared that he had fallen twice; the second time thrown down by her sister, who was as drunk as the rest of the company. She said, in reply to a question by the Court, that her husband had complained of being hurt in the neck; whereupon the judge said, "Take care! in a matter so grave I seek for the truth, and I examine you in order to know the truth. You may say all that you think useful to you. But, once more, I warn you; take care, do not tell lies, for if these lies be proved against you, you are a lost woman. You never said a word about this hurt in his neck; you always said that he was hurt in his side." The accused repeated that what she said was true. The judge rejoined, "I will read your examination, and put you in flagrant contradiction with yourself."

It had been stated that the accused had gone to a fortune-teller, and that the fortune-teller had informed her that she should soon be a widow, that she should marry her cousin, that she should be happy with him, and that she should have two children. The judge asked her whether she had ever spoken to her neighbours about these things; and when she positively denied that she had ever done so, the judge observed, "But if it be true, have not people a right to say, when they knew that your husband was strangled lying by your side, that you realized the promises made by the fortune-teller, and that you aided destiny?" The prisoner said, "No; I swear it." The judge concluded his examination by saying, "I have gone over the principal charges against you. You have given your answers. Have you nothing more to add?"—"No." All this was before a single witness was examined. The first witness, a surgeon, gave it as his opinion that it was not impossible the death of Bosquet had been caused by his fall when completely helpless from drink. One of the witnesses deposed that some bits of indigo, used in starching linen, were once found in Bosquet's soup; and on another occasion bits of lucifer matches, whereon the judge cried, "Here is an attempt at poisoning perfectly clear: what have you to say to this, prisoner?" The prisoner said she was unable to account for those things being in the soup. To the cousin, who in his examination as a witness denied that he had ever been caught with the prisoner, the judge observed, "I do not insist upon it; your conduct has been so bad, that no one can believe a word you say. Go; sit down." A woman, one of the witnesses for the prosecution, deposed that she had heard the deceased complain of the conduct of his wife, that he had fears for his personal safety, and that he wished he was dead. The prisoner's counsel asked whether this witness had not had an illegitimate child; the accused corroborated the fact, and the witness admitted it. The judge then turned to the prisoner and said, "Have you the right to reproach this woman with having had a natural child? Honest people may reproach her; but you, impure and adulterous woman as you are, have no right to do so." A young needlewoman, called on behalf of the accused, declared that one of the witnesses for the prosecution, Marie Anne Raoul, told her that she knew the accused had never put lucifer matches into Bosquet's soup, for she was in bed asleep at the time. Marie Anne Raoul denied she had said so. The judge made some severe observations on the evidence of the prisoner's witness, as it seemed to him open to suspicion. A second needlewoman repeated the declaration of the first as to what Marie Anne Raoul said—viz., that she was convinced the lucifers had fallen by accident into Bosquet's soup; and she added, "There is nothing extraordinary in this, for I myself found bits of lucifers twice in my own soup;" whereupon the judge said sarcastically to the witness, "Go, sit down, and try not to find lucifer-matches in your soup a third time!" It must be observed that all this passed, not in the Correctional Police Court, where the presiding judge may not so easily influence his assistant judges, but before a jury, who are more readily swayed by the language and demeanour of the Bench; but in this case the jury showed that they put more faith in the prisoner's witnesses than in those for the prosecution; and they took no heed of what appeared to be the convictions of the judge himself. They acquitted the prisoner. The judge, however, seemed determined to punish some one. The verdict of acquittal was received with applause by the audience. A poor woman employed as a lamplighter about the court was seen to clap her hands; the judge ordered her to be laid hold of and brought before him. The poor creature was so terrified when the gendarmes seized her that she could hardly utter a word. The judge said—"Did you applaud just now?" "Yes: I only did this," clapping her hands and then holding them up, as if imploring mercy for her offence. "Why did you applaud?" "I don't know." "That applause might be considered as an outrage offered to the magistrates, and the Court could inflict on you a very severe penalty. I confine myself to ordering, in virtue of the 504th article of the Code of Criminal Instruction, that you be imprisoned for four and twenty hours. Gendarmes, take this woman away." The judge of the assize court of the Côtes-du-Nord doubtless thought he was scrupulously performing his duty, but a system under which witnesses for the prosecution are heard with attention and treated with tenderness, while those for the defence are brow-beaten, and told they are unworthy of belief, and where the accused are presumed to be guilty before guilt is proved, are bewildered by captious questions, or bullied into an avowal of crimes of which they declare they are innocent, cannot be a proper administration of justice for a civilised country.

### Foreign Loan—Right to Seize Proceeds.

An application was recently made to the President of the Civil Tribunal by MM. Erlanger & Co., bankers, under the following circumstances:—In the beginning of the present year the applicants had undertaken the negotiation of a loan for the Confederate States of America, but their operations were suddenly paralyzed by a notice of seizure of its proceeds served on them at the instance of MM. Dupasseur & Co., shipowners of Havre, who alleged that they had a claim on the Confederate Government for 1,000,000f., as an indemnity for the wilful destruction of their ship, the *Lemuel Dyer*, with a cargo of 2,683 bales of cotton, when leaving New Orleans in April, 1862. The French Government not having recognized the Confederate States, MM. Dupasseur & Co. could not obtain a remedy by diplomatic means, and therefore adopted the expedient of seizing the proceeds of the loan. MM. Erlanger & Co. now applied for an order to annul the seizure, on the ground that it interfered with their rights as negotiators of the loan, and that the question involved points of international law not within the competence of the tribunal which granted the order for seizure. The application was opposed by MM. Dupasseur & Co., whose counsel argued that the Confederate Government was the only party entitled to demand the annulment of the seizure; but the President decided that, as the seizure impeded MM. Erlanger & Co.'s operations, they had a right to demand its suppression, especially as the claim of MM. Dupasseur & Co. had not been legally established; and he accordingly granted the order sought by the applicants.

### Police—Wrongful Seizure.

The action of the Duke d'Aumale against the Prefect of Police came on on Wednesday last before the Tribunal of the First

Instance, presided over by M. Benois Champy. The simple case is, that the Duke d'Aumale having published at Michel Levy's "A History of the Princes of Condé during the 16th and 17th centuries," the Prefect of Police, under general orders from M. Persigny, seized 4,000 copies at the printer's. No prosecution followed the seizure, and for this excellent reason, that the work contains not a word, from beginning to end, which by possibility could be twisted into a political libel. The last of the Condés mentioned in the book is the famous general who died in the reign of Louis XIV., and there are no allusions whatever to modern times. But it seems that in a moment of panic M. de Persigny wrote a circular instructing the prefects throughout France to confiscate any and every publication emanating from the banished princes; and it was upon these general instructions that M. Boitelle acted. Bad as French policital laws are, there is no scrap of legislation to justify the Prefect of Police in confiscating property on the mere ground of the owners being obnoxious to M. de Persigny. Accordingly, after waiting a reasonable time, the Duke d'Aumale and the printer have brought an action against the Prefect of Police for the restitution of the 4,000 copies. MM. Dufaure and Hebert, who appeared for the plaintiffs, had no difficulty in showing that the proceeding of the prefect was scandalously illegal. That fact was scarcely disputed. But the prefect's counsel, M. Busson, was fain to fall back upon the shameless argument which has so often protected oppression, that the Prefect of Police was a high functionary who could not be sued without the authority of the Council of State. MM. Dufaure and Hebert, who anticipated this line of defence, endeavoured to meet it by contending that inasmuch as the present form of action did not touch the prefect either in purse or person, but merely sought to remove his hand from property upon which he had illegally laid an embargo, the legislation which required the permission of the Council of State in certain cases did not apply. Judgment is postponed for a week.

## THE CHANCES OF THE BAR.

The following interesting account of the first success of many distinguished judges and counsel is taken from an old number of the *Edinburgh Review*.*

Somers flourished a little before the period when legal honours ceased to depend principally upon intrigue and faction. He had made himself useful to his party by some well-written pamphlets, and the young Earl (afterwards Duke) of Shrewsbury was his fast friend; still, when he was proposed as junior counsel for the Seven Bishops, they objected to him as too young (he was then thirty-seven) and too little known. Sergeant Pollexfen insisted on their retaining him, and his speech for the defence laid the foundation of his fame.

Lord Hardwicke, the son of an attorney, and bred up in an attorney's office, was fortunate enough to obtain the patronage of Lord Macclesfield, and that noble and learned but most unscrupulous personage forced him at once into the front rank of the profession. He was only twenty-nine years of age, and five years' standing at the bar, when he was called up from his *first* circuit to be made Solicitor-General. Having had little or no leading business, it was confidently expected that he would break down; but his talents and knowledge proved fully equal to the extraordinary call made upon them.

Thurlow dashed into practice with the same suddenness, and was indebted for his first lift to patronage; though he certainly did not obtain it by the quality for which Lord Hardwicke was famous—bowing, smiling urbanity. His favourite haunt was Nando's coffee-house, near the Temple, where a large attendance of professional loungers was attracted by the fame of the punch and the charms of the landlady, which, the small wits said, were duly admired by and at the bar. One evening the *Douglas case* was the topic of discussion, and some gentlemen engaged in it were regretting the want of a competent person to digest a mass of documentary evidence. Thurlow being present, one of them, half in earnest, suggested him, and it was agreed to give him the job. A brief was delivered with the papers; but the cause did not come on for more than eight years afterwards, and it was a purely collateral incident to which he was indebted for his rise. This employment brought him acquainted with the famous Duchess of Queensberry, the friend of Pope, Gay, and Swift, and an excellent judge of talent. She saw at once the value of a man like Thurlow, and recommended Lord Bute to secure him by a silk gown. He was made King's Counsel in 1761, rather less than seven years after his call to the bar. He ran greater risks than Lord Hardwicke, because his business had been hitherto next to nothing; but he had far more of the *vis vivida*, and the unhesitating self-confidence which enables an untried man to beat down obstacles.

Dunning got nothing for some years after his call to the bar, which was about 1756. "He travelled the Western Circuit," (says the historian of Devonshire, Mr. Polwhele,) "but had not a single brief; and had Lavater been at Exeter, in the year 1759, he must have sent Counsellor Dunning to the hospital of idiots. Not a feature marked him for the son of wisdom." He was, notwithstanding, recommended by Mr. Hussey, a King's Counsel, to the chairman of the East India Company, who was looking out for some one to draw up an answer to a memorial delivered by the Dutch government. The manner in which Dunning performed this piece of service gained him some useful connexions and an opportune fit of the gout, which disabled one of the leaders of the western circuit, did still more for him. The leader in question handed over his briefs to Dunning, who made the most of the opportunity. His crowning triumph was his argument against the legality of general warrants, delivered in 1765. He was indebted for his brief in this famous case to Wilkes, whose acquaintance he had formed at Nando's the Grecian, and other coffee houses about the Temple, which, seventy years ago, were still the resort of men of wit and pleasure.

Kenyon rose slowly and fairly through the general impression entertained at the bar of the extent of his legal knowledge; but this impression was nearly twelve years in reaching the brief-bestowing branch of the profession. It has been said that he occasionally supplied Thurlow with law, and was brought forward by him out of gratitude.

Lord Camden (a judge's son, Etonian, and Cantab.) went the Western Circuit for ten or twelve years without success, and at length resolved on trying one circuit more and then retiring upon his own fellowship. His friend Henley (Lord Northington) hearing of his determination, managed to get him retained as his own junior in a cause of some importance, and then absented himself on the plea of illness. Lord Camden won the cause and prospered.

Lord Mansfield came to the bar with a high reputation, but it was rather for literary taste, accomplishment, and eloquence, than law. He "drank champagne with the wits," as we learn from Prior; and Mr. Halliday relates, that one morning Mr. Murray was surprised by a gentleman of Lincoln's Inn, who took the liberty of entering his room without the ceremonious introduction of a servant, in the singular act of practising the graces of a speech at a glass, while Pope sat by in the character of a friendly spectator. It is from a couplet of Pope's we learn how he first became known in the profession—

> Graced as thou art with all the power of words,
> So known, so honour'd in the House of Lords.

A piece of bathos thus parodied by Cibber—

> Pursuasion tips his tongue whene'er he talks,
> And he has chambers in the King's Bench walks.

He is reported to have said, that he never knew the difference between no professional income and three thousand a-year; and the case of *Cibber* and *Sloper* is specified as his starting-point. The tradition goes, that Serjeant Eyre being seized with a fit (the god who cuts the knot always comes in this questionable shape), the conduct of the defence devolved on Murray, who after a short adjournment, granted by the favour of Chief Justice Lee, made so excellent a speech that clients rushed to him in crowds. The case was admirably adapted to his abilities, being an action of *crim. con.* brought by a conniving husband against a weak young man of fortune. But the story is apocryphal at best. There is no mention of the Sergeant's illness in the printed accounts of the trial. On the contrary, a long speech by him is duly reported; and it appears that Murray was the fourth counsel in the cause. He certainly made a speech, and probably spoke well; but we disbelieve the tradition which makes him the hero of the day. *Cibber* v. *Sloper* was tried in December 1738; Pope's lines were published in 1737. How could a man, "so known, so honoured" for his eloquence be raised from obscurity by a speech? It was a stepping-stone, not the keystone.

When Lord Loughborough first came to London he was a constant attendant at the green-room, and associated with Macklin, Foote, and Sheridan (the father of Richard Brinsley), who assisted him to soften down his Scotch accent. But the main chance was not neglected. It is stated in Boswell's Johnson, that he solicited Strahan the printer, a countryman, to get him employed in city causes; and his brother-in-law, Sir Harry Erskine, procured him the patronage of Lord Bute.

* CLXIII. January, 1845.

When a man of decided talent and good connexion does not stand on trifles, there is no necessity for speculating on the precise causes of his success.

There is hardly a surviving friend of Lord Erskine's who has not heard the history of his first lucky hit from his own lips. The author of the "Clubs of London" has undertaken to report his very words:—

"I had scarcely a shilling in my pocket when I got my first retainer. It was sent me by a Captain Baillie of the navy, who held an office at the Board of Greenwich Hospital; and I was to show cause in the Michaelmas Term against a rule that had been obtained in the preceding Term, calling on him to show cause why a criminal information for a libel, reflecting on Lord Sandwich's conduct as governor of that charity, should not be filed against him. I had met, during the long vacation, this Captain Baillie at a friend's table; and after dinner I expressed myself with some warmth, probably with some eloquence, on the corruption of Lord Sandwich as first Lord of the Admiralty, and then adverted to the scandalous practices imputed to him with regard to Greenwich Hospital. Baillie nudged the person who sat next to him, and asked who I was. Being told that I had just been called to the bar, and had been formerly in the navy, Baillie exclaimed with an oath, "Then I'll have him for my counsel!" I trudged down to Westminster Hall when I got the brief, and being the junior of five who should be heard before me, never dreamt that the Court would hear me at all. The argument came on. Dunning, Bearcroft, Wallace, Bower, Hargrave, were all heard at considerable length, and I was to follow. Hargrave was long-winded, and tired the Court. It was a bad omen; but, as my good fortune would have it, he was afflicted with the strangury, and was obliged to retire once or twice in the course of his argument. This protracted the cause so long, that, when he had finished, Lord Mansfield said that the remaining counsel should be heard the next morning. This was exactly what I wished. I had the whole night to arrange in my chambers what I had to say the next morning, and I took the Court with their faculties awake and freshened, succeeded quite to my own satisfaction (sometimes the surest proof that you have satisfied others); and as I marched along the hall after the rising of the judges, the attorneys flocked around me with their retainers. I have since flourished, but I have always blessed God for the providential strangury of poor Hargrave."

In a more particular, and apparently more accurate, note of the same story, taken by an eminent poet, it is stated that the other counsel proposed a compromise at consultation; that Erskine stood out, and that Baillie flung his arms round his neck in a transport of grateful confidence. According to this note, the number of retaining fees which Erskine said he carried home was sixty-two. Now, retaining fees are usually paid to the clerk at chambers; but, taking the statement to mean nothing more than that business came in very rapidly in consequence of the speech, still we must be pardoned for suggesting that the reports of the period do not bear out the supposition; and that the speech, excellent as it was, was not of the sort to win the confidence of attorneys, particularly those parts which brought him into collision with the Court. The effect in our day would strongly resemble that produced by Alan Fairford in the case of Peebles and Plainstanes:—"The worst of the whole was, that six agents who had each come to the separate resolution of thrusting a retaining fee into Alan's hand as he left the court, shook their heads as they returned the money into their leathern pouches, and said, 'That the lad was clever, but they would like to see more of him before they engaged him in the way of business.'"

He was next engaged to draw up Admiral Keppel's defence, which was spoken by the Admiral. For this service he received a bank-note for £1,000, which he ran off to flourish in the eyes of his friend Reynolds, exclaiming, "*Voilà* the non-suit of cow-beef!" He was employed in two or three other cases of public interest on account of his naval knowledge, and the extraordinary powers he displayed in them speedily led to a large general business. It is now acknowledged that Erskine's best quality was the one ordinary observers would be least likely to give him credit for—sagacity in the conduct of a caus e

Sir William Jones made his forensic *debut* about the same time as Erskine, though, according to the account given in Miss Hawkins's "Memoirs," on her brother's authority, without producing an equally favourable impression. He spoke for nearly an hour, with great confidence, in a highly declamatory tone, and with studied action; impressing all present, who had ever heard o Cicero or Hortensius, with the belief that he had worked himself up into the notion of his being one or both of them for the occasion. Being little acquainted with the Bar, he spoke of a case as having been argued by "one Mr. Baldwin," a gentleman in large practice sitting in the first row. This caused a titter; but the grand effect was yet to come. The case involved certain family disagreements, and he had occasion to mention a governess. Some wicked wag told him he had been too hard upon her; so, the day following, he rose as soon as the judges had taken their seats, and began in the same high tone and with both hands extended—"My Lords, I have been informed, to my inexpressible mortification and regret, that, in what I yesterday had the honour to state to your Lordships, I was understood to mean to say that Miss ——— was a harlot." He got no further: *solvuntur risu tabulæ;* and, so soon as the judges could speak for laughing, they hastened to assure him that no impression unfavourable to Miss ———'s morals had been made upon the court. Notwithstanding this inauspicious commencement, and his fondness for literature, Jones obtained a fair share of business. His "Essay on Bailments" is considered the best written English law-book on a practical subject. None can be placed alongside of it, for style and method, except Serjeant Stephen's "Treatise on the Principles of Pleading."

Lord Ellenborough pursued the most laborious path to distinction. He practised several years as a special pleader, and joined the Northern Circuit with a formed connexion. He first rose into fame by his defence of Warren Hastings, who employed him at the instance of Sir Thomas Rumbold, a connexion of the Law family.

## SOCIETIES AND INSTITUTIONS.

### THE LAW AMENDMENT SOCIETY.

The special committee of the Law Amendment Society on Law Reporting has made the following report on the subject:—

The deputation appointed by the society had the honour of an interview with the Lord Chancellor on the 21st of April, and laid before his Lordship the views of the society as to an improved system of law reporting contained in the reports of the two committees appointed in 1849 and 1853, intimating that the subject of the important further question of consolidation of the law contained in the law reports had not yet been sufficiently considered by the society. His Lordship received the deputation in a very courteous manner, but, being summoned to attend to his Parliamentary duties, his Lordship intimated that he should deem the meeting only a preliminary one, and having subsequently requested the deputation again to meet him, the deputation had the honour of a second interview, when his Lordship stated that he was fully impressed with the evils of the present system of law reporting, but was not at present prepared to take any definite course with the view of effecting the remedy, which it was intimated rested so very much with the profession itself. His Lordship, however, made some very valuable suggestions for the consideration of the society in dealing with the whole question.

The subject has been referred to the special committee for further consideration.

### THE LAW ASSOCIATION.

The forty-sixth annual meeting of this society, established for the benefit of the widows and families of professional men in the metropolis and vicinity, was held on Monday, at the Law Institution, in Chancery-lane, at which George Harding, Esq., presided, and amongst those present were Messrs. Bircham, R. Few, W. Fisher, R. H. Giraud, T. Kennedy, J. Miller, P. Nelson, Sidney Smith, S. Steward, &c. The secretary, Mr. Boodle, read the financial statement and report, which were adopted. They showed that the receipts during the past year had been from annual subscriptions, £599 11s.; from life subscriptions and donations, £85 1s., and from dividends on stock, £1,032 15s. 6d. During the past year twenty-nine cases of the primary class had been relieved by the distribution among them of £1,095, and during that period one life member and seven annual members had died, and five annual members had retired, and two life members and twelve annual members had joined the association. It was also reported that during the last few months an appeal had been made to some of the members of the profession, in the hope of being able to raise a large sum to be added to the present amount of stock, and that £5,400 had been already received by the liberal response of only fifty-four solicitors; and those solicitors practising in the metropolis who have been blessed with the means of doing good were confidently appealed

to generously to come forward and aid in this good work, and thereby cheer the hearts and desolate homes of the widows and orphans of their less favoured professional brethren. The sum of £150 was granted for the benefit of the widows and orphans of non-members during the ensuing year. After the re-election of Lord Lyndhurst as president, and the election of vice-presidents, treasurers, directors, and auditors, and of Mr. William James Farrer as a trustee, in the place of Mr. John Meadows White, deceased, the usual votes of thanks to the several officers of the association for their services during the past year, and to the chairman of the day, the proceedings terminated.

## PUBLIC COMPANIES.

### BILLS IN PARLIAMENT.

The following bills for the formation of new lines of railway have been read a third time and passed in the House of Commons:—

BRISTOL AND PORTISHEAD.

SOUTHAMPTON AND NETLEY.

### PROJECTED COMPANIES.

THE CLARENDON HOTEL COMPANY, OXFORD (LIMITED).

Capital £30,000, in 3,000 shares of £10 each.

Solicitors—Messrs T. & G. Mallam, Oxford.

This company had been establishes for the purpose of providing increased accommodation for families and gentlemen at Oxford.

THE DARTFORD CREEK PAPER MILL COMPANY (LIMITED).

Capital £150,000, in 15,000 shares of £10 each.

Solicitors—Messrs, West & King, 3, Charlotte-place, Mansion House.

The object of this enterprise is to take advantage of the impulse given to the manufacture of paper by the repeal of the Excise duties.

THE DUBLIN CATTLE MARKET COMPANY (LIMITED).

Capital £40,000, in 4,000 shares of £10 each.

Solicitor—James Malley, Esq., 41, Upper Sackville-street, Dublin.

This company has been established for the purpose of erecting a commodious and improved market near the railway termini and shipping quays of Dublin.

THE ENGLISH AND SCOTTISH MARINE INSURANCE COMPANY (LIMITED).

Capital £1,000,000, in 10,000 shares of £100 each.

Solicitors—Messrs. James Taylor, Mason, & Taylor, 15, Furnival's-inn.

This company has been formed for the purpose of further developing the business of marine insurance, but principally in connection with London, Liverpool, and Glasgow.

THE IMPERIAL ROYAL PRIVILEGED BANK OF AUSTRIA (LIMITED).

Capital £2,000,000 sterling.

Solicitors—Messrs. Crowder, Maynard, Son, & Lawford.

A concession has been granted by the Emperor of Austria, for the establishment of this bank, with branches throughout the empire, to be conducted upon English banking principles, and a company has been formed for carrying the concession into effect.

THE INTERNATIONAL FINANCIAL SOCIETY (LIMITED).

Capital £3,000,000, in 150,000 shares of £20 each.

Solicitors—Messrs. Bircham, Dalrymple, Drake, & Ward, 46, Parliament-street; Messrs. Crowder, Maynard, Son, & Lawford, 57, Coleman-street.

The object of this society is to assist and take part in financial and industrial undertakings, especially foreign loans and enterprises possessing Government guarantees.

THE ROYAL MARINE HOTEL COMPANY OF KINGSTOWN (LIMITED).

Capital £100,000, in 20,000 shares of £5 each.

Solicitors—David Gray, Esq., 1, Furnival's-inn, London; Messrs. Kiernan & Tracy, 13, Cork-hill, Dublin.

This company has been formed for establishing a first-class hotel at Kingstown, for which it is stated there is a great necessity.

THE TERRICCIO COPPER MINING COMPANY, TUSCANY, (LIMITED).

Capital £50,000, in 25,000 shares of £2 each.

Solicitors—Messrs. Bevan & Whitting, 6, Old Jewry.

The object of this company is to work the copper mine on the estate of Terriccio, the property of Prince Charles Poniatowski, secured under a contract for the term of twenty-five years, from the 24th November, 1860, and subsequently extended to forty years on payment of the sum of £1,500.

THE LONDON SCRAP IRON WORKS COMPANY (LIMITED), GREENWICH.

Capital £25,000, in 25,000 shares of £1 each.

Solicitors—Messrs. Deane, Chubb, & Saunders, 14, South-square, Gray's-inn.

This company is formed for the purpose of purchasing and carrying on the iron works situate at Greenwich, and known as the London Scrap Iron Works, now in active operation, for the conversion of the scrap iron of London into the best finished merchant iron.

## COURT PAPERS.

### Court of Probate AND Court for Divorce and Matrimonial Causes.

SITTINGS IN AND AFTER TRINITY TERM, 1863.

Probate causes without juries—Friday, May 22nd, Saturday, 23rd, Thursday, 28th.

The full court will sit on Friday, May 29th, Saturday, 30th,

Divorce causes without juries — Wednesday, June 3rd, Thursday, 4th, Friday, 5th, Saturday, 6th, Wednesday, 10th, Thursday, 11th, Friday, 12th, Saturday, 13th, Wednesday 17th, Thursday, 18th.

Probate and divorce causes with juries every succeeding Wednesday, Thursday, Friday, and Saturday, until July 31st, inclusive.

The judge will sit in chambers at eleven o'clock, and in court to hear motions at twelve, on Tuesday, June 2nd, and every succeeding Tuesday until July 28th inclusive.

Papers for motions must be left with the clerk of the papers before two o'clock on the Thursday before the motion is to be heard.

## ESTATE EXCHANGE REPORT.

### AT THE MART.

By Messrs. FURBER & PRIDE.

Leasehold residence, No. 2, Surrey Villas, Camberwell New-road, term 90 years from Christmas 1841; ground rent £10; let at £60 per annum. —Sold for £490.

By KING & SON.

Freehold residences, 4 and 6, Trimmer Villas, Windmill-road, Brentford, Middlesex.—Sold for £920.

Freehold plot of land with five cottages thereon, High-road, Isleworth, producing £41 per annum.—Sold for £950.

By Messrs. STUCKEY & PHIPPS.

Freehold plot of building land, Wood Green, Middlesex, fronting Clarence-road.—Sold for £500.

One hundred £10 shares in the Farmers and General Fire and Life Insurance Company, £3 per share paid.—Sold for £125.

### AT GARRAWAY'S.

By FAREBROTHER, CLARKE, & LYE.

Freehold farm residence, and 178 acres of land, Charlton, Toddington, Bedfordshire.—Sold for £7,100.

Freehold farm house, and 419a. 1r. 36p. land, Eyford, Gloucestershire.—Sold for £14,000.

Freehold and Copyhold Farm house, and 98a. 3r. 2p. land, Upper and Lower Haughter, Gloucestershire.—Sold for £5,200.

Freehold two plots land, near the above, 23a. 3r. 35p.—Sold for £800.

Freehold plot of lands, "Eleanors Close," 7a. 0r. 13p.—Sold for £470.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

MACRORY—On May 6, at 38, Leinster-square, Hyde-park, the wife of Edmund Macrory, Esq., Barrister-at-Law, of a son.

MORRIS—At 22, Lower Fitzwilliam-street, Dublin, the wife of Michae Morris, Esq., Q.C., of a daughter.

NICHOLSON—On May 6, at No. 1, The Boltons, West Brompton, the wife of John Wilson Nicholson, Esq., Solicitor, of a daughter.

RUDD—On May 6, at 1, Hastings-terrace, St. Helier, Jersey, the wife of Eric Rudd, Esq., Barrister-at-Law, of a daughter, still born.

TOTTENHAM—On May 10, at Blackrock, the wife of Henry Loftus Tottenham, Esq., Barrister-at-Law, of a son.

TYRRELL—On May 8, at No. 7, Hanley-road, the wife of Henry Tyrrell, Esq., of Gray's-inn, Solicitor, of a son.

### MARRIAGES.

EYRE—GOODEVE—On March 28, at St. Paul's Cathedral, Calcutta, Frederick Vincent Eyre, Esq., Royal Artillery, eldest son of Colonel Eyre, C.B., Royal Artillery, to Mary Eliza, second daughter of Joseph Goodeve, Esq., Master of the High Court, Calcutta.

THOMPSON—GILMOUR—On May 9, at the parish church, Islington, Alfred Hill Thompson, Esq, Architect, Leeds, to Margaret Mitchell, daughter of John Gilmour, Esq., Barrister-at-Law.

### DEATHS.

BUCKLE—On May 8, at Huntingdon, Mary Elizabeth, second daughter of S. C. W. Buckle, Esq., Solicitor, Peterborough, aged 15 years.
DUKE—On May 5, at Torquay, Devon, very suddenly, Elizabeth, wife of Edward Duke, Esq., Solicitor, Brighton.
HATTEN—On May 10, at Aylesbury, Henry Hatten, Esq., Solicitor, aged 68.
LEWIN—On May 8, at Boston, in his 70th year, William Lewin, Esq., C.E., a magistrate of the borough.
MILLIKEN—On May 13, the Rev. Richard Milliken, vicar of Stoughton, Sussex.

### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

*The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—*

HALFORD, JOHN FENN, Navarino-terrace, Dalston, Gent., deceased. £150 £3 per Cent. Reduced.—Claimed by Frances Amelia Halford, Widow, John Brooks Halford, and Jemima Brooks Ryle, wife of Nicholas John Ryle, executors of said John Fenn Halford.

### LONDON GAZETTES.

#### Professional Partnerships Dissolved.

FRIDAY, May 8, 1863.

Craig, Geo, & Wm Rankin, Braintree, Essex, Attorneys and Solicitors. Mar 25.

TUESDAY, May 12, 1863.

Deans, Thos, & Andrew Stein, Gt Queen-st, Westminster, Parliamentary Solicitors and Scottish Law Agents. May 1. By mutual consent.

#### Windings-up of Joint Stock Companies.

TUESDAY, May 12, 1863.

UNLIMITED IN CHANCERY.

Equitable and Economic £100 Money Society, and Midland Counties £25 Money Society.—V. C. Wood has appointed Joseph Bagnall, Oldbury, Worcester, Official Liquidator of these Societies.
Fire Annihilator Company.—Order to wind-up, May 2.—The Master of the Rolls will, on May 23 at 12, appoint an Official Liquidator of this company.

LIMITED IN CHANCERY.

London Ropery Company (Limited).—V. C. Wood, has fixed May 21 at 12, for the appointment of an Official Liquidator of this Company.

#### Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

FRIDAY, May 8, 1863.

Bradbeer, John, North Curry, Somerset, Hay Merchant. Aug 24. Hayman, North Curry.
Cadell, John, jun, Edinburgh, Gent. July 1. Banner, Lpool.
Calvert, Francis, York, Gent. July 11. Walker, York.
Charlton, Chas Wheeler, Islington, near Shrewsbury, Solicitor. Aug 6. Palin, Shrewsbury.
Clutterbuck, Peter Hy, Durban, Colony of Natal, Esq. Sept 29. Lovesy, New-inn, Strand.
Francis, John, Alfred-ter, Upper Holloway, Gent. July 6. Fiddey, Harcourt-bldgs, Temple.
Franklin, Sarah, Stratford-upon-Avon, Widow. June 24. Hobbes & Slatter, Stratford-upon-Avon.
Inglis, Malcolm, St Benet's-pl, Gracechurch-st, Comm Agent. July 15, Young & Piews, Mark-lane.
Law, Thos, Doncaster, Gent. June 20. Smith & Atkinson, Doncaster.
Lee, Thos, Davenry, Shoe Manufacturer. June 30. Becke, Northampton.
Moginie, Nathaniel Cranch, Lower Phillimore-pl, Kensington, Esq. July 1. Pontifex & West, St Andrew's-ct, Holborn.
Oldham, Francis, Frittiville, Lincoln, Farmer. May 20. Rice & Wighton, Boston.
Sams, Thos, Glatton, Huntingdon, Farmer. July 6. Margetts & Son, Huntingdon.
Sheldon, Rchd, Mixon, Stafford, Farmer. July 1. Challinor & Co, Leek.
Twemlow, Harriot, Sandbach, Chester, Widow. July 1. Snowball & Copeman, Lpool.

TUESDAY, May 12, 1863.

Atkinson, Thos Owst, Kingston-upon-Hull, Gent July 10. Atkinson, Hull.
Bell, Mary Ann, Bassenthwaite, Cumberland, Widow. July 1. Waugh, Cockermouth.
Carter, Harry Lee, Sandgate, Paymaster, 4th Battalion Military Train. June 1. Eyre & Lawson, John-st, Bedford-row.
Child, Wm, Easington, York, Farmer. July 10. Atkinson, Hull.
Colson, Geo Hy, Southampton, Coal Merchant. July 8. Hickman, Southampton.
Egg, Augustus Leopold, Elms, Kensington, Esq., R.A. July 2. Finney, Furnival's-inn.
Hepburn, Francis John Swaine, Cambridge-ter, Edgware-rd, Esq. July 1. Dunster, Henrietta-st, Cavendish-sq.
Sargeant, John, Gt Rollright, Oxford, Farmer. July 9. Rawlinson, Chipping Norton.
Taylor, Michael, Algarkirk Fen, Lincoln, Farmer. May 27. Rice & Wighton, Boston.
Vevers, Sarah, Kingston-upon-Hull, Spinster. July 10. Atkinson, Hull.

#### Creditors under Estates in Chancery.

*Last Day of Proof.*

FRIDAY, May 8, 1863.

Bastow, Rbt, Mount Wilmington, Dartford, Gent. June 8. Bastow v. Bastow, M.R.
Bateman, Thos, Youlgrave, Derby, Esq. June 3. Bateman v. Cook, V. C. Kindersley.
Denston, John, Birm, Plumber. June 9. Denston v. Denston, M.R.
Hall, Geo, Brighton, Upholsterer. June 11. Major v. Hall, V. C. Stuart.
Jackson, Thos, Marlborough-rd, Old Kent-rd, Gent. May 27. Draymer v. Jackson, M.R.
McAlpine, Jas, Breandrum, Mayo, Colonel in H.M.'s Army. June 15. Robertson v. McAlpine, V. C. Stuart.
Wighton, Rebecca, Staffordshire-pl, Old Kent-rd, Widow. May 28. Crockford v. Elliott, V. C. Stuart.

TUESDAY, May 12, 1863.

Baber, Benj, Basinghall-st, Bootmaker. June 12. Slee v. Green, M.R.
Cartwright, Francis, Lower Grosvenor-st, Hanover-sq, Army Tailor. June 10. Thompson v. Cartwright, M.R.
Cholmeley, Harriet, Gilling, York, Widow. June 8. Fairfax v. Right Hon. William Constable, V. C. Wood.
Mayers, Morris, Coburg-pl, Upper Kennington-lane, Lambeth, Gent. June 13. Jacobs v. Mayers, V. C. Stuart.
Morris, Priscilla, Tytherington, Gloucester, Widow. June 10. Green v. Fox, M.R.
Perkins, Jos, New Windsor, Berks, Gent. June 6. Cooper v. Perkins, V. C. Wood.
Power, Wm, Cleethorpes, Lincoln, Chain Manufacturer. June 12. Locking v. Power, V. C. Stuart.
Stockell, Jas, Cloudesley-ter, Islington, Stationer. June 15. Wetwan v. Stockell, V. C. Kindersley.
Thompson, John, Milton-next-Gravesend, Master Mariner. June 5. Hornby v. Laing, M.R
Trego, John, Upper Cheyne-row, Chelsea, Bookseller. June 6. Tidman v. Trego, M.R.
Trigg, Jas, Lackland-ter, King's-rd, Chelsea, Farmer. June 18. Freeman v. Butler, M.R.
Wells, Hy, Precinct, Rochester, Esq. June 9. Shepherd v. Baker, M.R.
Wiles, Wm Gresham, Lewes, Brewer. June 9. Smythe v. Garnham, M.R.

#### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 8, 1863.

Appleby, Geo Marshall, Walmgate, York, Grocer. April 13. Comp. Reg May 7.
Askew, Wm, Gainsborough, Timber Merchant. April 18. Ass. Reg May 6.
Behrens, Saml Benj, Birm, General Merchant. April 8. Ass. Reg May 6.
Brown, John, Poughill, Devon, Yeoman. April 17. Asst. Reg May 5.
Challenger, Wm, Blackwood, Monmouth, Innkeeper. April 22. Comp. Reg May 5.
Chard, Edwin, Crimchard, Somerset, Twine Manufacturer. April 7. Conv. Reg May 4.
Clegg, Wm, Little Bolton, Shopkeeper. April 27. Conv. Reg May 7.
Cowmeadow, Chas, Malmesbury, Wilts, Draper. April 25. Conv. Reg May 7.
Crannas, Rbt, Cardiff, Potato Merchant. April 11. Ass. Reg May 6.
Cranshaw, Elijah, Radcliffe, Lancaster, Grocer. April 16. Asst. Reg May 6.
Culley, Wm Saml, Sheffield, Flower Dealer. April 29. Conv. Reg May 7.
Davenport, Geo, Macclesfield, Draper. April 13. Conv. Reg May 7.
Fell, Thos, Strand, Wholesale Jeweller. May 2. Arrngmnt. Reg May 6.
Gray, Jas, Manch, Comm Agent. April 14. Comp. Reg May 6.
Gurney, Thos, Stoke Newington-green, Wine Merchant. April 8. Asst. Reg May 6.
Halkett, Alexander, Coleman-st, Boot Manufacturer. April 20. Asst. Reg May 8.
Haworth, Thos, Blackburn, Innkeeper. April 23. Conv. Reg May 8.
Henderson, Thos, Halifax, Draper. April 11. Asst. Reg May 6.
Hindle, Peter, Hulme, Relieving Officer. April 9. Conv. Reg May 7.
Hogg, Jas, Manch, Draper. April 15. Asst. Reg May 7.
Hope, John, Manch, Engraver. April 29. Asst. Reg May 5.
Hopkins, Alexander, Leeds, Wine Merchant. April 14. Inspection. Reg May 5.
Jenkins, Chas Edw Jenkin Morgan, Gt Prescott-st, Whitechapel, Surgeon. April 20. Arrngmnt. Reg May 2.
Jowett, Benj, Foster-lane, London, Stuff Merchant. May 2. Comp. Reg May 6.
Lewis, Edw, Blackfriars-rd, Monetary Agent. May 2. Asst. Reg May 5.
Mackrill, Edwin, Baram Top, Halifax, Grocer. April 11. Ass. Reg May 5.
Mansfield, Hy, Fenton, Stafford, Victualler. April 14. Conv. Reg May 7.
Marland, Jas, Hurst Nook, near Ashton-under-Lyne, Cotton Waste Dealer. April 18. Comp. Reg May 6.
Meayers, Sarah, Goswell-st-rd, Clerkenwell, Hosier. May 1. Comp. Reg May 6.
Oakley, John, Lpool, Tea Dealer. April 16. Asst. Reg May 7.
Pacey, Thos Wm, Sheffield, Saw Manufacturer. April 20. Comp. Reg May 5.
Parker, David, Deal, Butcher. April 20. Comp. Reg May 7.
Pawsey, Rbt Chapman, Stackstead, near Manch, Builder. April 11. Asst. Reg May 6.
Ramwell, Jas, Manch, Manufacturer. April 9. Asst. Reg May 7.
Rogers, Thos, jun, Ockendon-pl, Lower-rd, Islington, Milliner. April 17. Asst. Reg May 8.
Sautet, Etienne, & Claude Hector Rehinet, Dean-st, Soho, Wine Merchants. April 6. Comp. Reg May 4.
Shepherd, Jas, St Martin, Worcester, Provision Dealer. April 27. Asst. Reg May 6.
Singlehurst, Wm, Lpool, Merchant. April 20. Comp. Reg May 7.
Strickland, Jas, Openshaw, near Manch, Builder. April 10. Asst. Reg May 8.
Taylor, Wm, & John Cornthwaite Taylor, Gatebeck, Westmoreland, Bleachers. April 10. Conv. Reg May 6.

TUESDAY, May 12, 1863.

Alibon, Saml John Baritrop, Grove rd, Holloway, Baker. April 20. Asst. Reg May 8.
Amson, John, Congleton, Innkeeper. April 13. Asst. Reg May 11.
Armston, Thos, & John Armston, Rotherham, Builders. April 13. Asst. Reg May 11.
Ashton, Isaac, Stalybridge, Draper. April 16. Asst. Reg May 12.
Austin, Josiah, Birm, Galvanized Iron Worker. April 14. Ass. Reg May 11.
Bayley, John, Manch, Engraver. April 17. Asst. Reg May 12.
Bayliss, Wm Augustine, Helmdon, Northampton, Farmer. April 17. Asst. Reg May 11.
Brine, David, Leeds, Poulterer. April 17. Asst. Reg May 11.
Brook, Geo, Yeovil, Somerset, Butcher. April 11. Asst. Reg May 9.
Davison, Jos, Cheapside, Comm Merchant. May 4. Conv. Reg May 11.
Edwards, Hy, Bristol, Wine Merchant. April 18. Comp. Reg May 11.
George, Geo, Lpool, Gasfitter. April 14. Asst. Reg May 12.
Gradwell, Saml, Manch, Eating-house Keeper. May 5. Comp. Reg May 11.

Hartley, Jos, Bradford, Cloth Merchant. April 13. Conv. Reg May 11.
Hext, Jas, Nether Stowey, Somerset, Butcher. May 4. Conv. Reg May 9.
Hickling, Wm, Nottingham, out of business. May 4. Comp. Reg May 12.
Johnson, Hy, Bull-lane, Stepney, Oilman. April 28. Asst. Reg May 9.
Le Mare, Joshua Rchd, Manch, Silk Manufacturer. April 15. Asst. Reg May 9.
Matthew, Jas, Wickham Skeith, Suffolk, Farmer. April 23. Asst. Reg May 9.
McGuire, Michael, Manch, Cordwainer. April 27. Comp. Reg May 11.
Muir, John, Rochdale, Draper. May 1. Conv. Reg May 8.
Quinton, Hy, Pool Hayes, Willenhall, Stafford. May 8. Comp. Reg May 9.
Reynolds, Geo Waide, Smethwick, Stafford, and Geo Cooke, Edgbaston, Birm, Crinoline Manufacturers. April 17. Asst. Reg May 9.
Simpson, Rbt, Leven-bridge, near Yarm, York, Corn Miller. April 13. Conv. Reg May 11.
Sykes, Jos, Hudderafield, Cotton Warp Maker. April 17. Conv. Reg May 12.
Thomas, Jonathan, Cardiff, Grocer. April 2. Comp. Reg May 9.

## Bankrupts.

FRIDAY, May 8, 1863.

To Surrender in London.

Andrade, Benj, Caledonian-rd, Middlx, Butcher. Pet May 6 (for pau). May 26 at 1. Aldridge.
Barrow, Robert Wyide, Abridge, Essex, out of business. Pet May 2. June 1 at 11. Reed, Guildhall-chambers.
Benton, Fredk Wm, Aldersgate-st, Box Manufacturer. Pet May 5 (for pau). May 26 at 1. Aldridge.
Binns, Andrew, Plumstead, Builder, out of business. Pet May 4. June 1 at 12. Rogerson & Ford, Lincoln's-inn-fields, and Brown & Son, Lincoln.
Borchardt, Moritz, Soho-sq, Comm Agent. Pet May 5 (for pau). May 26 at 11. Aldridge & Bromley.
Broadhurst, Hy, Senior-st, Westbourne-sq, Paddington, Butcher. Pet May 6 (for pau). May 26 at 12. Aldridge & Bromley.
Brown, John Bailey, St Petersburg-pl, Bayswater, Comm Agent. Pet May 2. May 26 at 2. Richardson, Old Jewry-chambers.
Butler, Edw Hy, Deptford, Rag Merchant. Pet April 4. May 23 at 11.30. Harrison, Basinghall-st.
Cartwright, Jas Nathaniel, Lawrence Pountney-lane, London, Solicitor. Pet May 4. May 19 at 1. Chidley, Old Jewry.
Chapman, Chas, Sloane-st, Middlx, Upholsterer. Pet May 5. May 26 at 1. Shirreff, Philpot-lane.
Clarke, Robt Lyon, Cavendish-st, New North-rd, Middlx, out of business. Pet May 4. May 25 at 12. Maddock, Serjeant's-inn, Temple.
Cohen, Emanuel, Wentworth-st, Spitalfields, Pastry Cook. Pet May 5. June 1 at 11. Solomon, Finsbury-pl.
Cooke, Frederic, Hilton, nr St Ives, out of business. Pet May 4. May 23 at 11. Wells, Moorgate-st.
Dawes, Hy, Willes-rd, Kentish Town, Agent. Pet May 6 (for pau). May 26 at 1. Aldridge.
Dibley, Jas, Grosvenor-pl, Grosvenor-park, Camberwell, Grocer. Pet May 6. May 26 at 12. Harcourt, Kings' Arms-yard, Coleman-st.
Edersheim, Mark, Eastcheap, Merchant. Pet May 4. May 28 at 11. Greenhill & Lynch, Gracechurch-st.
Hooman, Thos, Oxford-st, Glass Letter Manufacturer. Pet May 4. May 26 at 11. Buchanan, Basinghall-st.
Jennings, Collins, Gutter-lane, London, Comm Agent. Pet May 5. May 26 at 1. Harrison & Lewis, Old Jewry.
Ketcher, Wm Hy Rogers, Billericay, Essex, Chemist. Pet May 5. May 25 at 2. Fisher, Moorgate-st.
Knowles, Hy Walter, Barking, Essex, Sail Maker. Pet May 5. May 26 at 11. Harrison, Basinghall-st.
Le Moine, Auguste Wilhelm, Lawrence Pountney-hill, London, Russian Agent. Pet May 4. May 26 at 12. Lewin & Co, Southampton-st, Strand.
Maclagan, Jas, Tottenham-rd, Kingsland, Baker. Pet May 5. May 26 at 1. Reed, Guildhall-chambers.
Maxsted, Hy Geo, Milton-next-Gravesend, Kent, Tobacconist. Pet May 4. May 21 at 12. Wright, Chancery-lane.
Mildmay, Everard St. John, Wellington-rd, Old Charlton, Wine Merchant. Pet May 6. May 26 at 1. Nichols & Clark, Crooks-ct, Lincoln's-inn.
Myers, Hy, Cumberland-pl, Newington Butts, Chair Maker. Pet May 6. May 25 at 12. Sydney, Jewry-st, Aldgate.
Newell, Freeman, Twickenham, out of business. Pet May 5. May 26 at 11. Holt, Quality-ct, Chancery-lane.
Norris, Jas, Woodland-ter, Forest-gate, Essex, of no business. Pet May 5 (for pau). May 25 at 1. Aldridge.
Pankhurst, Peter, & Thos Pankhurst, Isleworth, Middlx, Wheelwrights. Pet May 5. May 25 at 2. Lewis, Gt Marlborough-st.
Pepper, Tobiah, Newington-green, Middlx, Actuary. Pet May 4. May 24 at 11. Voules, Gresham-st.
Pratten, Francis, Mile Town, Sheerness, Victualler. Pet May 6. May 26 at 12. Drake, Gresham-st.
Roberts, Joseph, Queen's-buildings, Knightsbridge, Linen Draper. Pet April 30. June 1 at 11. Drew, New Basinghall-st.
Rowan, Rchd England, Camden-st, Camden Town, Comm Agent. Pet May 4. May 21 at 11. Peddell, Cheapside.
Sargent, Matthew, Hastings, Baker. Pet May 5. May 26 at 2. Sole & Co, Aldermanbury.
Schwarz, Wilhelm, Harrison-st, Gray's-inn-rd, Middlx, out of business. Pet May 5. May 26 at 2. Massey, Carey-st, Charing-cross.
Smith, Hy, Gosport, Hants, Grocer. Pet May 4. May 26 at 11. Jones, New-inn, Strand, and Paffard, Portsea.
Stutely, Edw Arthur, Sovereign-mews, Cambridge-st, Edgeware-rd, Carman. Pet May 5. May 26 at 2. Phepoe, Coleman-st.
Sullivan, Sir Chas, Bart, Colonnade Hotel, Haymarket. Pet May 5. May 26 at 12. Lawrence & Co, Old Jewry-chambers.
Warner, Thos Woodcock, Gt Dunmow, Essex, Ironmonger, Pet May 4. May 26 at 11. Webster, Sergeant's-inn, Fleet-st.
West, Wm, Greenwich, out of business. Pet May 5 (for pau). May 26 at 11. Aldridge & Bromley.
White, Thos, Brill-row, Somers Town, Boot Maker. Pet May 5 (for pau). May 25 at 2. Aldridge.
Williams, David, Penygollan, Carmarthen. Adj April 9. May 25 at 1 Aldridge.

To Surrender in the Country.

Agars, Jas, Carlisle, Coal Agent. Pet April 22. Carlisle, May 22 at 10. Donald, Carlisle.
Bickerdike, John, Huddersfield, Innkeeper. Pet April 28. Huddersfield May 28 at 10. Learoyd, Huddersfield.
Bickneli, Chas, Walsall, in no business. Pet May 5. Birm, May 25 at 12. Brevitt, Darlaston.
Boundy, Thos, Dealer in Birch Brooms, Swansea. Pet May 6. Swansea, May 19 at 12. Morris, Swansea.
Brook, Jas, Huddersfield, Innkeeper. Pet April 30. Huddersfield, May 28 at 10. Sykes, Huddersfield.
Chilvers, Chas, Cienehwarton, Norfolk, Steam Thrashing Engine Proprietor. Pet May 6. King's Lynn, May 26 at 11. Beloe, King's Lynn.
Chinn, Joseph, Westonzoyland, Somerset, Labourer. Pet May 4. Bridgwater, May 27 at 10. Reed, Bridgwater.
Corbishley, Thos, Runcorn Gap, Lancaster, Builder. Adj April 20. Warrington, May 21 at 11.
Dawson, Langley, Chorlton-upon-Medlock, out of business. Pet May 6. Manch, June 15 at 9.30. Swan, Manch.
Day, Jas, Wreningham, Norfolk, Farmer. Pet May 5. Wymondham, May 28 at 1. Chittock, Redwell-st.
De Redder, Matthew, South Shields, Butcher. Pet May 1. South Shields, May 28 at 12. Wawn, jun, South Shields.
Dulvey, Jas, New Brompton, Kent, M.D. Pet May 5. Rochester, May 22 at 3. Hayward, Rochester.
Duxbury, Thos, Preston, Bolt Manufacturer. Pet May 4. Manch, May 22 at 11. Leigh, Manch.
Edson, Geo, Otley, York, Labourer. Pet April 24. Otley, May 23 at 12. Tiddal, Otley.
Edye, John, Exeter, Surgeon. Pet May 5. Exeter, May 22 at 1. Terrell, Exeter.
Ellis, John, Bangor, Carnarvon, Brewer. Pet May 6. Lpool, May 22 at 12. Dodge & Wynne, Union-ct, Castle-st.
Ellis, Wm John, Nottingham, Lace Manufacturer. Pet May 4. Nottingham, May 27 at 11.
Evans, Geo, St John-juxta-Swansea, Haulier. Pet May 6. Swansea, May 19 at 12. Tripp, Swansea.
Ford, Wm, jun, Duffield, Miller. Pet May 7. Nottingham, May 19 at 11. Ashwell, Nottingham.
Forsbury, John, Loughborough, Shoemaker. Pet May 6. Loughborough, May 22 at 10.
Harrison, John, Carlisle, Farmer. Pet May 2. Carlisle, May 22 at 10. Wannop, Carlisle.
Heathcote, Thos, Exeter-st, Derby, out of business. Pet May 5. Nottingham, May 19 at 11. Briggs, Nottingham.
Hirons, Wm, Birm, Jeweller. Pet May 1. Birm, May 22 at 12. Suckling, Birm.
Holdback, Edwin, Birm, Gun Finisher. Pet May 5. Birm, June 15 at 10. Allen, Birm.
Jones, Jas, sen, Comm Agent. Pet May 5. Birm, June 15 at 10. Parry, Birm.
Jones, Wm, Bala, Merioneth, Flour Dealer. Pet May 7. Lpool, May 21 at 12. Evans & Co, Lpool.
Langan, Fras, Birm, Shoemaker. Pet May 5. Birm, June 15 at 10. Duke, Birm.
Lowe, Fredk, Derby, Builder. Pet April 17. Derby, May 20 at 12. Smith, Nottingham.
Mellin, Jas, Cleator Moor, Cumberland, Clogger. Pet May 2. Whitehaven, May 20 at 11. Webster, Whitehaven.
Miller, Walter, Norwich, Baker. Pet May 5. Norwich, May 25 at 11. Culley, Norwich.
Moore, Geo, Harting, Sussex, Miller. Pet April 27. Midhurst, May 18 at 12. White, Guildford.
Morgan, David, Brighton, Physician. Pet May 6. Brighton, May 27 at 11. Goodman, Brighton.
Nicholson, Robt, Great Driffield, Shoemaker. Pet May 1. Great Driffield, May 15 at 11. Allen, Great Driffield.
Owen, Thos, Haydock, Lancaster, Collier. Pet April 29. Warrington, May 21 at 11. Roberts, Manch.
Poole, Robt, Nottingham, Draper's Assistant. Pet May 5. Nottingham, May 27 at 11. Cowley & Everall, Nottingham.
Pott, Alf, Newton Heath, nr Manch, Beer Retailer. Pet May 6. Manch, June 15 at 9.30. Leigh, Manch.
Richardson, John, Bedale, York, Cabinet Maker. Pet May 5. Leeds, May 25 at 11. Prest, Leeds.
Ricketts, John, Walsall, Victualler. Pet. Walsall, May 21 at 12. Ebsworth, Wednesbury.
Shaw, Jas, Scholes, York, Cotton Spinner. Pet April 27. Leeds, May 21 at 11. Floyd & Learoyd, Hudderafield, and Bond & Barwick, Leeds.
Shore, Jas, Westbury, Wilts, Cabinet Maker. Pet May 4. Westbury, June 1 at 1. Bartrum, Bath.
Simpson, John Cornelius, Birm, Eating-house Keeper. Pet April 14 (for pau). Birm, June 15 at 10.
Smith, Andrew, Shrewsbury, Rag Dealer. Pet May 5. Birm, May 25 at 12. Broughall, Shrewsbury, and James & Co, Birm.
Speed, Jas Wm, Harpurhey, Lancaster, Colour Maker. Adj April 20. Manch, June 15 at 9.30. Hulton & Brett, Salford.
Stevens, Richd Weston, Lincoln, Manager of the Co-operative Store Society. Pet April 30. Lincoln, May 19 at 11. Brown & Son, Lincoln.
Summerton, Thos, Bordesley, Birm, Carpenter. Pet April 14 (for pau). Birm, June 15 at 10.
Sutton, Harriet, Dudley, out of business. Adj April 20. Dudley, May 14 at 11. Warmington, Dudley.
Tanser, Wm, Duston, Northampton, Farmer. Pet May 4. Northampton, May 23 at 3. Rawlins, Market Harborough.
Thomas, Thos, Noviand, Pembroke, Boatman. Adj May 11. Haverfordwest, May 19 at 12.
Topliss, Drewry, North Kelsey, Lincoln, Labourer. Pet May 2. Caistor, May 19 at 11.30. Brown & Son, Lincoln.
Trott, Fras Jas, Bridgwater, Somerset, Innholder. Pet April 30. Bridgwater, May 27 at 10. Beckingham, Bridgwater.
Warner, Jas, Leicester, Tailor. Pet May 5. Nottingham, May 19 at 11. Harvey, Leicester.
Wenn, Wm, Sprowston, Norfolk, Victualler. Pet May 4. Norwich, May 25 at 11. Sadd, jun, Norwich.
Wheirman, Simon Hy, Birm, Tailor. Pet May 6. Birm, May 25 at 12. East, Birm.
Wilkinson, Geo, Hartshorne, Derby, Shoemaker. Pet May 4. Ashby-de-la-Zouch, May 19 at 12. Briggs, Derby.
Zeno, Saml, Bradford, Staff Merchant. Pet May 1. Leeds, May 22 at 11. Rawson & Co, Bradford, and Bond & Barwick, Leeds.

TUESDAY, May 12, 1863.

To surrender in London.

Bell, Edward, Alfred-pl, Middlx, Gent. Pet May 8. June 1 at 1. Berry, Verulam-bldgs, Gray's-inn.

Cannon, Joseph, Stafford-rd, Old Ford, Comm Agent. Pet May 9. June 1 at 12. Sheppard, Size-lane.

Catley, Thos, Deptford, Wood Carver. Pet May 8. May 26 at 3. Wetherfield, Moorgate-st.

Cliff, Joseph, Kingston-on-Thames, Builder. Pet May 4. May 26 at 3. Peverley, Coleman-st.

Clifton, Robt Chas, King-st, Whitehall. Pet May 9. May 26 at 2. Atkinson, Bow-st, Covent-garden.

Coney, Isaac, Kilburn-lane, Kilburn, Middlx, Builder. Pet May 6 (for pau). June 1 at 12. Aldridge.

Cutbill, Fredk Edmund & Sarah Cutbill, Providence-row, Middlx, Cabinet Makers. Pet May 7. May 25 at 12. Roscoe & Hincks, King-st, Finsbury-sq.

Dawes, Elizabeth, Widow, Willes-rd, Kentish-town, no business. Pet May 7 (for pau). June 1 at 1. Aldridge.

Hart, John, Chertsey, Surrey, Carrier. Pet May 7. May 26 at 1. Holcombe, Warwick-ct, Gray's-inn.

Holmes, Chas, Churton-st, Pimlico, Plumber. Pet May 5. May 26 at 3. Smith, Denbigh-st, Pimlico.

Lamble, Saml Richd, Grafton-st, Kentish-town, Builder. Pet May 9. June 3 at 11. Hare, Old Jewry.

Lee, Wm Chedzoy, Three Colts-st, Limehouse, Victualler. Pet May 7. May 25 at 12. Lindsay & Co, Basinghall-st.

Leatt, Wm, Everett-st, Russell-sq, Middlx, Fruiterer. Pet May 7 (for pau). June 2 at 11. Aldridge.

Lewis, Edwin, Artillery-st, Waterloo-town, Bethnal-green, Fishmonger. Pet May 8. May 28 at 11. Beard, Basinghall-st.

Martin, Edward, Grace-st, Devons-rd, Bromley, Middlx, Comm Agent. Pet May 8. May 26 at 2. Marshall & Son, Hatton-garden.

Meyrick, Thos, Queen's-sq, Aldersgate-st, Draper. Pet May 11. May 28 at 12. Drake, Gresham-st.

Milward, Fredk, Gt Marlborough-st, Middlx, Tailor. Pet April 30. May 26 at 12. Davis, Golden-sq.

Paybody, Robt, Kettering, Northampton, Innkeeper. Pet May 9. May 26 at 2. Le Blanc & Co, Bridge-st, Blackfriars.

Pidgeon, Wm Hy, Linden-ter, George-st, Old Kent-rd, Baker. Pet May 7 (for pau). June 1 at 1. Aldridge.

Potter, Fras, Commercial-rd, nr Ebury-bridge, Pimlico, Stoker. Pet May 8. May 26 at 2. Smith, Denbigh-st, Belgrave-rd, Pimlico.

Preston, Edward Wm, Kent-st, Newington, Clothier. Pet May 7 (for pau). May 25 at 11. Aldridge.

Russell, Annie, Cottage-grove, Peckham, Professor of Music. Pet May 7 (for pau). May 26 at 12. Aldridge & Bromley.

Tregattas, Charlotte, Widow, Lawrence Pountney-hill, London. Pet May 6 (for pau). May 25 at 12. Aldridge.

Walden, Wm Alf, Elm-st, Gray's-inn-lane, Foreman to a Basket Maker. Pet May 9. May 26 at 2. Waring, Poultry.

Walker, Wm & John Eyre, Pearson-st, Kingsland-rd, Boot Manufacturers. Pet May 8. May 25 at 11. Evans, John-st, Bedford-row.

Washington, Jas Wilson, Devonshire-st, Lisson-grove, Middlx, Painter. Pet May 7 (for pau). May 26 at 12. Aldridge & Bromley.

Wiltshire, Wm, Lower Whitecross-st, Comm Agent. Pet May 8 (for pau). May 25 at 2. Aldridge.

To Surrender in the Country.

Ball, Hy, Farnham, Surrey, Victualler. Pet April 28. Farnham, May 19 at 12. White, Guildford.

Bateson, John, High Bentham, York, Grocer. Pet May 9. Leeds, June 1 at 11. Willan, Lancaster, and Bond & Barwick, Leeds.

Blake, Thos, Troston, Suffolk, Woodman. Pet May 6. Bury St Edmunds, May 23 at 10. Walpole, Beyton.

Board, Geo Silvester, Bayswater, Middlx, Salesman. Pet May 9. Manch, May 22 at 12. Boote, Manch.

Buckley, Thos Richardson, Wakefield, Grocer. Pet May 8. Wakefield, May 30 at 11. Barratt, Wakefield.

Bunting, Fredk, Ancoats, Manch, Beerseller. Pet April 28 (for pau). Manch, June 15 at 9.30. Gardner, Manch.

Burnett, John, Hose, Leicester, Carpenter. Pet May 8. Nottingham, June 2 at 11. Maples, Nottingham.

Butler, Hy, jun, Birm, Butcher. Pet May 7. Birm, May 22 at 12. East, Birm.

Cattle, Isaac, Crockherbtown, Cardiff, Butcher. Pet May 8. Cardiff, May 27 at 11. Bird, Cardiff.

Churchill, Arthur Rchd Gilbert, Exmouth, Devon, Grocer. Pet May 8. Exeter, May 22 at 11. Floud, Exeter.

Clarke, John Thos, Lincoln, Waiter. Pet May 7. Lincoln, May 21 at 11. Brown & Son, Lincoln.

Cowell, Jas, Blackburn, out of business. Pet May 6. Manch, May 22 at 11. Smith & Boyer, Manch.

Darlington, John, Burslem, Stafford, Clockmaker. Pet May 8. Hanley, May 30 at 12. Sutton, Burslem.

Dodgson, Thos, Leeds, Builder. Pet May 1. Leeds, June 1 at 11. G. A. & W. Emsley, Leeds.

Edwards, Thos, Bangor, Carnarvon, Victualler. Pet May 8. Lpool, May 25 at 12. Evans & Co, Lpool.

Empson, Rchd, Beverley, Plumber. Pet May 5. Beverley, May 23 at 11. Chambers, Hull.

Fisher, John Elworthy, Knowstone, Devon, Farmer. Pet May 8. South Molton, May 29 at 10. Shapland, South Molton.

Garner, Chas Wm, Liss, nr Petersfield, Hants. Pet May 6. Petersfield, May 26 at 10. Paffard, Portsea.

Henshaw, Geo, Hatherton, Stafford, out of business. Pet May 5. Birmingham, May 22 at 12. Brevitt, Darlaston.

Heslewood, Francis Baker, Hedon, York, Comm Agent. Adj April 14. Hull, May 21 at 11.

Heywood, Wm, East Anstey, Devon, Thatcher. Pet May 8. South Molton, May 22 at 10. Shapland, South Molton.

John, Wm, Llantrissant, Glamorgan, Farmer. Pet May 6. Bristol, May 22 at 11. Grover & Davis, Cardiff, and Bevan & Co, Bristol.

Jones, John, Sedgley, Stafford, Charter Master. Pet May 5. Dudley, May 21 at 11. Whitehouse, Wolverhampton.

Kay, Hilton, Manch, Indiarubber Dealer. Pet May 6. Manch, May 22 at 12. King, Cannon-st West, London, and Sale & Co, Manch.

Kirk, Geo Fredk, Nottingham, Rope Manufacturer. Pet May 8. Nottingham, June 2 at 11. Ashwell, Nottingham.

Lanning, Edw Jas, Southampton, Hatter. Pet May 6. Southampton, June 8 at 12. Mackey, Southampton.

Mitchell, Jas, Barkia Shop, St Agnes, Cornwall, Miner. Pet May 6. Truro, May 27 at 11. Marshall.

Morton, Alex, Newcastle-under-Lyme, Travelling Draper. Pet May 8. Birm, May 25 at 12. Slaney & Winstanley, Newcastle-under-Lyme, James & Co, Birm.

Nankivell, Thos, Pool, Cornwall, Grocer. Pet April 17. Redruth, May 23 at 11.

Nichols, Wm, Leeds, Bricklayer. Pet May 7. Leeds, May 28 at 12. Harle, Leeds.

Oates, Thos, Whistones, Worcester, Traveller. Pet May 7. Birm, May 25 at 12. Rea, Worcester, and Wright, Birm.

Ogden, Kirby, Manch, Cabinet Maker. Pet May 6. Manch, May 22 at 11. Chapman & Roberts, Manch.

Price, Rees, Llanvase, Brecon, Carpenter. Pet May 8. Bristol, May 22 at 11. Thomas, Brecon, and Nash, Bristol.

Quartley, Hy John, Hemsley Blackmoor, York, Clerk in Holy Orders. Pet May 9. Leeds, May 22 at 11. Harle, Leeds.

Richmond, Philip, Tonbridge, Tobacconist. Pet May 9. Tonbridge, May 26 at 11. Morgan, Maidstone.

Rogers, Thos, Bwich, Cathedine, Brecknock, Victualler. Pet May 7. Brecknock, May 26 at 11. Bishop, Brecknock.

Ruffell, Daniel, Haughley, Suffolk, Butcher. Pet May 7. Stowmarket, May 27 at 10. Walpole, Beyton.

Sanderson, Geo, Warren, York, Collier. Pet May 11. Sheffield, May 27 at 2. Pattison, Sheffield.

Smith, Thos, Sheffield, Cutlery Manufacturer. Pet May 8. Sheffield, May 27 at 2. Broadbent, Sheffield.

Soffe, John, Fritham, Hants, Dealer. Pet April 28. Winchester, June 6 at 12. Mackey, Southampton.

Spicer, Matthew, Gainsborough, Cooper. Pet May 6. Gainsborough, May 18 at 10. Hayes, Gainsborough.

Start, Francis Hy, Hayes, Cardiff, Baker. Pet April 8. Cardiff, May 27 at 12. Griffith, Cardiff.

Steward, Thos Francis, Oldbury, Corn Dealer. Pet May 5. Oldbury, May 22 at 10. Nelson, Birm.

Suckling, Hy Welch, Sparkbrook, nr Birm, Auctioneer. Pet April 30. Birm, June 15 at 10. Parry, Birm.

Swift, Saml, Gomersal, Birstal, York, Grocer. Pet May 8. Dewsbury, June 19 at 11. Ibberson, Dewsbury.

Sykes, Jonathan, Sheffield, Builder. Pet May 11. Sheffield, May 27 at 2. Pattison, Sheffield.

Tomlinson, Saml, Repton, Derby, Farmer. Pet May 8. Ashby-de-la-Zouch, May 22 at 11. Dewes, Ashby-de-la-Zouch.

Vain, Thos, Freemantle, Southampton, Sawyer. Pet May 6. Southampton, June 8 at 1. Mackey, Southampton.

Vickery, Robt, Compton Martin, Somerset, Farmer. Pet May 7. Bristol, May 22 at 11. Clifton & Brooking, Bristol.

Walker, Geo, Darlington, Durham, Butcher. Pet May 7. Newcastle-upon-Tyne, June 1 at 12. Story, Newcastle-on-Tyne.

Wright, John, Market Drayton, out of business. Pet May 7. Birm, May 25 at 12. Turner, Wolverhampton, and Hodgson & Co, Birm.

BANKRUPTCIES ANNULLED.

FRIDAY, May 8, 1863.

Atwood, John Chas, Pembroke-mews, Chapel-st, Pimlico, Horse Dealer. April 29.

Garcia, Abraham, Cannon-st West, Auctioneer. May 5.

TUESDAY, May 12, 1863.

Rumers, Hy, Upper Mitcham, Builder. April 17.

## BANKRUPTCIES IN IRELAND.

Burke, Jas, Cong, Grocer. To surr May 22 and June 9.

Burton, Rchd, 2, Crampton-quay, Dublin, Photographic Publisher. To surr May 19 and June 5.

Chambers, James, Blennerville, Tralee, Corn Merchant. To surr May 19 and June 5.

Chandlee, Thomas, South Mall, Cork, Corn Merchant. To surr May 19

Cleary, Jas, Clonmell, Grocer. To surr May 19 and June 5. and June 5.

FitzGibbon, James, Dublin, Druggist. To surr May 19 and June 5.

Goyder, Joseph, Dublin, and Ballay Hotel, Howth, Hotelkeeper. To surr May 22 and June 9.

Murphy, John, Dublin, Maltster. To surr May 19 and June 5.

Stafford, Wm, Tallow, Draper. To surr May 15 & 29.

Twomey, Thos Ahearn, Drumcollogher, Limerick, Draper. To surr May 22 and June 9.